

Expedited Bill No. 20-06
Concerning: SoccerPlex - Lease
Amendments
Revised: 5-23-06 Draft No. 1
Introduced: May 25, 2006
Enacted: August 1, 2006
Executive: August 10, 2006
Effective: November 9, 2006
Sunset Date: None
Ch. 29, Laws of Mont. Co. 2006

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: Council President at the request of the Maryland-National Capital Park and Planning Commission

AN EXPEDITED ACT to approve amendments to a certain ground lease between the Maryland-National Capital Park and Planning Commission and the Maryland Soccer Foundation Inc. for certain land at South Germantown Recreational Park

By adding to
Laws of Montgomery County 2006

Boldface	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

The County Council for Montgomery County, Maryland approves the following Act:

Sec. 1. Lease Approval. As required by state law, the County Council hereby approves the attached amendments to the ground lease for a period longer than 20 years between the Maryland-National Capital Park and Planning Commission and the Maryland Soccer Foundation Inc. for certain land at South Germantown Recreational Park.


Sec. 2. Expedited Effective Date. The Council declares that this legislation is necessary for the immediate protection of the public interest. This Act takes effect on the date when it becomes law.

Approved:

George L. Leventhal
George L. Leventhal, President, County Council

August 1, 2006
Date

Approved:


Douglas M. Duncan, County Executive

Date 8/19/02

This is a correct copy of Council action.

Linda M. Lauer
Linda M. Lauer, Clerk of the Council

8/21/06
Date

AMENDED AND RESTATED GROUND LEASE

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EXHIBITS

Exhibit A.	Site Plan of South Germantown Recreational Park [§§ 1(a)(1) and 2(xx)]
Exhibit A-1.	Legal Description of Premises [§ 2(jjj)]
Exhibit B.	List of SoccerPlex Improvements and Park Infrastructure Improvements [§§ 2(xx) and 2(qqq)]
Exhibit C.	Certificate of Commencement [§ 4(a)]
Exhibit D.	[Intentionally Omitted]
Exhibit E.	Portions of Water and Sewer Infrastructure North of Schaeffer Road to be Maintained by Foundation and Commission [§ 9]
Exhibit F.	[Intentionally Omitted]
Exhibit G.	Transportation Management and Traffic Operations Plan [§ 10(e)]
Exhibit H-1.	SoccerPlex Traffic Generation Rates [§§ 13(d)(2) and 13(f)]
Exhibit H-2.	Non-Soccer Facility Traffic Generation Rates [§§ 13(a) and 13(f)]
Exhibit H-3.	Traffic Counting Procedures [§§ 13(d)(2)]
Exhibit I.	[Intentionally Omitted]
Exhibit J.	Reserve Fund Payment Schedule [§ 14(a)(4)]
Exhibit K.	Water Monitoring Program [§ 17]
Exhibit L.	[Intentionally Omitted]
Exhibit M.	Commission Self Insurance Agreement [§ 20]
Exhibit N.	Description of the Indoor Multi-Purpose Facility Area [§ 24(a)]

AMENDED AND RESTATED GROUND LEASE

This Amended and Restated Ground Lease (this "Lease") is between MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a body corporate and politic ("Commission"), and MARYLAND SOCCER FOUNDATION, INC., a Maryland non-profit corporation ("Foundation"), and amends and restates a Ground Lease Agreement (the "Basic Lease"), dated June 28, 1999, between the Commission and the Foundation, as amended by an Amendment to Ground Lease Agreement (the "First Amendment"), a Second Amendment to Ground Lease Agreement (the "Second Amendment"), dated June 15, 2000, and a Third Amendment to Ground Lease Agreement (the "Third Amendment"), dated October 29, 2002 (the "Third Amendment"), (together with the Basic Lease, the First Amendment, the Second Amendment, and the Third Amendment, the "Original Lease").

WITNESSETH

WHEREAS, Commission and Foundation entered into the Original Lease, covering approximately 162 acres in the South Germantown Recreational Park, Germantown, Maryland; and

WHEREAS, the parties wish to amend and restate the Original Lease to correct, modify or clarify certain of its provisions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Original Lease as follows (terms used herein and not elsewhere defined herein are used as defined in Section 2):

1. Introductory Provisions.

(a) Fundamental Lease Provisions. Certain fundamental Lease provisions are presented in this Section in summary form solely to facilitate convenient reference by the parties hereto, and while they may be material conditions or provisions, enumeration herein is not indication of a definition of a material condition or provision:

- | | | | |
|----|--------------------------------|---|-------------------------------|
| 1. | <u>Premises</u> | Approximately 162 acres in the South Germantown Recreational Park, Germantown, MD | [See Section 3 and Exhibit A] |
| 2. | <u>Lease Commencement Date</u> | December 2, 2000 | [See Section 2(hh)] |

3. Lease Term 25 years commencing on the [See Section 4]
Lease Commencement Date,
plus two (2) optional extension terms,
the first extension term of five (5)
years and the second extension term of
ten (10) years, but in no event shall the
Lease Term exceed 40 years
4. Base Annual Rent \$1.00 [See Section 5]
5. Commission's Notice Address The Maryland-National Capital [See Section 32]
Park & Planning Commission
9500 Brunett Avenue
Silver Spring, Maryland 20901
Attention: Director of Parks

with a copy to:

The Maryland-National Capital
Park & Planning Commission
6611 Kenilworth Avenue
Riverdale, Maryland 20737
Attention: General Counsel
6. Foundation's Notice Address Maryland Soccer Foundation, Inc. [See Section 32]
18031 Central Park Circle
Boys, MD 20841

with a copy to:

Arent Fox PLLC
1050 Connecticut Avenue, NW
Washington, DC 20036-5339
Attn: Sean W. Glynn
7. Lease Execution Date Date of execution of the Lease by the
last party to execute the Lease

(b) References and Conflicts. References appearing in Section 1(a) are intended to designate some of the other places in the Lease where additional provisions applicable to the particular fundamental Lease provisions appear. These references are for convenience only and shall not be deemed all inclusive. Each reference in this Lease to any of the fundamental Lease provisions contained in Section 1(a) shall be construed to incorporate all of the terms provided for under such provisions, and such provisions shall be read in conjunction with all other provisions of this Lease applicable thereto. If there is any conflict between any of the fundamental Lease provisions set forth in Section 1(a) and any other provisions of the Lease, the latter shall control.

(c) Exhibits. The following drawings and special provisions are attached hereto as exhibits and hereby made a part of this Lease:

- Exhibit A. Site Plan of South Germantown Recreational Park [§§ 1(a)(1) and 2(xx)]
- Exhibit A-1. Legal Description of Premises [§ 2(jjj)]
- Exhibit B. List of SoccerPlex Improvements and Park Infrastructure Improvements [§§ 2(xx) and 2(qqq)]
- Exhibit C. Certificate of Commencement [§ 4(a)]
- Exhibit D. [Intentionally Omitted]
- Exhibit E. Water and Sewer Infrastructure North of Schaeffer Road to be Maintained by Foundation and Commission [§ 9]
- Exhibit F. [Intentionally Omitted]
- Exhibit G. Transportation Management and Traffic Operations Plan [§ 10(e)]
- Exhibit H-1. SoccerPlex Traffic Generation Rates [§§ 13(d)(2) and 13(f)]
- Exhibit H-2. Non-Soccer Facility Traffic Generation Rates [§§ 13(a) and 13(f)]
- Exhibit H-3. Traffic Counting Procedures [§§ 13(d)(2)]
- Exhibit I. [Intentionally Omitted]
- Exhibit J. Reserve Fund Payment Schedule [§ 14(a)(4)]
- Exhibit K. Water Monitoring Program [§ 17]
- Exhibit L. [Intentionally Omitted]
- Exhibit M. Commission Self Insurance Agreement [§ 19]
- Exhibit N. Description of the Indoor Multi-Purpose Facility Area [§ 24(a)]
- Exhibit O. Traffic Standards [§§ 2(www)]

2. Definitions. For purposes of this Lease, Commission and Foundation hereby agree that the following terms shall have the indicated meanings:

(a) “**Additional Rent**” means all sums of money or charges required to be paid by Foundation to Commission under this Lease other than Base Annual Rent, whether or not such sums or charges are designated as “Additional Rent”.

(b) “**Advisory Committee**” means the Advisory Committee established by the governing board of the Foundation in its bylaws, which shall include a representative of each regular soccer user of the Soccer Fields, to advise Foundation on use of the Soccer Fields, Field Use Fees, and any other matters of interest to the Foundation that impact the continued successful operations of the SoccerPlex while considering its impact on neighboring communities, which Committee shall be activated and maintained, and shall meet no less than quarterly each year beginning within sixty (60) days of the Effective Date.

(c) “**Affiliated Organization**” [Intentionally deleted.]

(d) “**Affiliated Organization Assessment**” [Intentionally deleted.]

(e) “**Base Annual Rent**” shall have the meaning set forth in Section 1(a)(4).

(f) **"Baseball/Softball Fields"** means the fields in the Park designated by the Commission for use for the playing of baseball and/or softball by the public. The Baseball/Softball Fields are shown as Fields C, D, E and F on the attached Exhibit A.

(g) **"Business Day"** means any Monday through Friday, except any Commission-authorized holiday. On or before January 1 of each calendar year, or as soon as practicable after adoption by Commission, Commission shall provide, in writing, its list of holidays to Foundation. If Commission fails to timely provide such list, the Commission-authorized holidays for the prior calendar year shall be deemed to be the Commission-authorized holidays for the forthcoming calendar year.

(h) **"Capital Improvements"** means the Indoor Multi-Purpose Facility and related improvements and the following improvements, only, subject to and in accordance with the approval and permitting processes, including any applicable County CIP process and the issuance of a park permit, established for installation of such improvements in Montgomery County on publicly owned land. Prior to issuance of the park permit, at the sole discretion of the Commission, the Commission may require the Foundation to appear before the Planning Board at a public hearing to present plans for such improvements:

(1) The installation of lighting and/or synthetic turf for the Soccer Fields designated as Soccer Fields 9, 10, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on Exhibit A;

(2) The installation of additional bleacher seats around the Championship Field so that the total number of bleacher seats around the Championship Field is up to 7,500, but in no event more than the maximum number allowable under the Traffic Standards;

(3) The construction of one additional soccer field in the Indoor Multi-Purpose Facility; and

(4) The installation or construction of such improvements that are intended to improve the use of the Soccer Fields for the users (such as additional comfort stations, storage facilities, and additional outdoor picnic shelters); provided however, such improvements are not anticipated to allow for traffic in excess of the Traffic Standards.

Capital Improvements not included herein shall require an amendment to this Lease.

(i) **"Capital Repairs"** means those repairs and replacements to the Capital Improvements and any Improvements Foundation is obligated to maintain under Section 9 of this Lease, which will have a useful life beyond the year in which the improvement, repair or replacement is made or which will prolong the life of the SoccerPlex, based upon generally accepted accounting principles, consistently applied.

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(j) **"Casualty"** means a fire or other casualty which damages or destroys the SoccerPlex Improvements and/or the Park Infrastructure Improvements.

(k) **"Central Park"** means the area of the Park within the Central Park Circle.

(l) **"Central Park Circle"** means the road between the Premises and the central park area of the Park, shown on the attached Exhibit A.

(m) **"Certificate of Commencement"** means the certificate, in the form of the attached Exhibit C, to be executed by the parties pursuant to Section 4(a) of this Lease.

(n) **"Championship Field"** means that Soccer Field located in the SoccerPlex and designated by Foundation as the Championship Field with bleacher seating for up to 7,500 people, but in no event greater than an amount that would violate the Traffic Standards. The Championship Field is shown as Field 11 on the attached Exhibit A.

(o) **"Comfort Stations"** means those fully-enclosed permanent facilities located in the Premises and serving the SoccerPlex, containing restrooms and related equipment (shown as Comfort Stations 1 through 4 on the attached Exhibit A).

(p) **"Commission"** means the Maryland-National Capital Park and Planning Commission, a body corporate and politic created and existing under the laws of the State of Maryland with the full legal right, power and authority to enter into agreements for the development, maintenance and operation of park facilities in Montgomery County, Maryland.

(q) **"Community Facilities"** means those facilities and areas to be provided in the Park for community and regional use that are managed and operated by the Commission.

(r) **"Community Soccer Fields"** means soccer fields designated for use and enjoyment by the public, and shown as Fields A and B on the attached Exhibit A. The Community Soccer Fields are not "Soccer Fields" for purposes of this Lease.

(s) **"Contractor"** means an individual, firm, corporation or other entity awarded a contract for the construction in the Park by Commission or Foundation.

(t) **"Cost of Construction"** means the cost of the design, permitting and construction of the Capital Improvements, limited to the following:

- (1) construction costs covered under a general contract of construction
- (2) site improvements for the building including site grading and pad preparation, sidewalks, landscaping, signage, utilities and phone systems
- (3) fixtures and equipment to be located within the building or on the adjacent exterior plaza area,
- (4) interest during the period of construction

(5) all design and consulting services required to design and construct the improvements above

(6) cost of water for irrigation of Soccer Fields during construction.

"Cost of Construction" shall not include any fees, compensation or other amounts paid to any entity controlled by Foundation, which are not bona fide and commercially reasonable or which are in excess of those which would be payable in an arm's length relationship.

(u) "**Council**" means the County Council of Montgomery County, Maryland.

(v) "**County**" means Montgomery County, Maryland.

(w) "**Days**" means calendar days, unless specific reference is made to Business Days.

(x) "**Director of Parks**" means the Director of Parks for the Montgomery County Department of Parks or his/her designee.

(y) "**Event of Default**" shall have the meaning set forth in Section 25(a).

(z) "**Extension Term(s)**" means two (2) optional terms following the Initial Term, the first such extension term for five (5) years and the second such extension term for ten (10) years; provided, however, that (1) the Extension Terms shall be granted so long as there is no Event of Default with respect to the Foundation under the terms of the Lease at the time such Extension Term is to commence, and (2) the second Extension Term shall be less than ten (10) years if necessary to make the total Lease Term a forty (40) year period, but no more.

(aa) "**Field-Use Fee**" means that fee as may be established by Foundation from time to time, and charged by Foundation for using a Soccer Field in the SoccerPlex.

(bb) "**Foundation**" means the Maryland Soccer Foundation, Inc., a Maryland non-profit corporation, organized as a 501(c)(3) corporation.

(cc) "**Governmental Authorities**" means all public officials, agencies, municipalities, counties and courts having jurisdiction over the Park.

(dd) "**Guidelines and Criteria for Permitting SoccerPlex Fields**" means the policies, guiding principles and criteria for permitting Soccer Fields at the SoccerPlex that are established and adopted by the Foundation in order to meet the purposes of the Lease as set forth in Section 6 herein.

(ee) "**Hazardous Material**" means any hazardous or toxic substance, material, or waste including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172. 101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments

thereto, or such substances, materials, and wastes that are or become regulated under any applicable federal, state, or local law, ordinance, or regulation including, but not limited to, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), the Clean Air Act, and the Clean Water Act.

(ff) **"Hours of Operation"** means the time period when the SoccerPlex is open to the public.

(gg) **"Improvements"** means the Park Infrastructure Improvements and the SoccerPlex Improvements.

(hh) **"Indoor Multi-Purpose Facility"** means that building located in the SoccerPlex initially containing two (2) soccer fields, and with the potential to contain a third (3rd) soccer field, subject to Council approval of such third (3rd) field through an amendment to the PDF.

(ii) **"Indoor Multi-Purpose Facility Area"** means the area within the Premises which is described on the attached Exhibit N.

(jj) **"Initial Term"** means the period commencing on the Lease Execution Date and ending December 31, 2025, which is twenty-five (25) years after the Lease Commencement Date plus the number of days from the day of the month on which the Lease Commencement Date falls to the last day of such month.

(kk) **"Institutional Lender"** means a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), a pension or retirement fund, an insurance company organized and existing under the laws of the United States or any state thereof, a real estate investment trust existing in compliance with Sections 856 through 860 of the Internal Revenue Code of 1986, as amended; provided, that each of the above entities shall qualify as an Institutional Lender within the provisions of this definition only if it (1) is qualified to do business in the State of Maryland, (2) has a net worth of not less than \$100,000,000, determined in accordance with generally accepted accounting principles, as reflected in its most recent annual financial statements, which financial statements are audited by a nationally recognized independent accounting firm and delivered to Commission for review, and (3) is approved by Commission's Secretary-Treasurer, which approval shall not be unreasonably withheld and shall be transmitted to Foundation within ten (10) business days after Foundation's request therefor. "Institutional Lender" shall also mean any other entity meeting the criteria set forth in clauses (1), (2) and (3) above. Notwithstanding anything contained in this Lease to the contrary, the term "Institutional Lender" shall also include any governmental or quasi-governmental entity or authority that issues bonds or similar evidence of indebtedness for the purpose of funding, directly or indirectly, any Leasehold Mortgage - Secured Debt.

(ll) **"Laws"** means any and all applicable laws, orders, ordinances, codes and regulations, including, without limitation, all zoning, subdivision, building and land use laws, orders, ordinances and regulations of any and all courts and governmental bodies, agencies and

authorities having jurisdiction over the Park, including, without limitation, all zoning, subdivision, building and land use laws.

(mm) **"Lease"** means this Amended and Restated Ground Lease Agreement.

(nn) **"Lease Commencement Date"** shall have the meaning set forth in Section 1(a)(2).

(oo) **"Lease Term"** means the Initial Term and, if exercised, the Extension Term(s), not to exceed a cumulative total of forty (40) years.

(pp) **"Lease Year"** means an annual period (provided that the first Lease Year may exceed one calendar year in length), with the first Lease Year commencing on the Lease Commencement Date and lasting one full year plus, if the Lease Commencement Date is not the first day of a month, the number of days from the Lease Commencement Date until the end of that month, the second Lease Year commencing the following day, and each subsequent Lease Year commencing on the anniversary of such day. The first Lease Year being December 2, 2000 through December 31, 2001, and each subsequent Lease Year running from January 1 through December 31 of the same year; provided however, the final Lease Year may be shortened because the Lease Term may not exceed a cumulative total of forty (40) years.

(qq) **"Leasehold Mortgage"** means any mortgage, deed of trust or other similar security agreement covering Foundation's leasehold interest in the Facility, that are Premises that is permitted by Section 24(a) of this Lease.

(rr) **"Leasehold Mortgagee"** means any mortgagee or beneficiary under a Leasehold Mortgage.

(ss) **"Leasehold Mortgage-Secured Debt"** means any debt secured by a Leasehold Mortgage.

(tt) **"Major Taking"** means a taking or condemnation, as a result of the exercise of any power of eminent domain or any purchase in lieu thereof, of all of the Premises or a portion thereof such that Foundation, in its reasonable business judgment, determines it is incapable of continuing its operations on the remaining Premises.

(uu) **"Minor Taking"** means a taking or condemnation, as a result of the exercise of any power of eminent domain or any purchase in lieu thereof, of a portion of the Premises such that Foundation, in its reasonable business judgment, determines it is capable of continuing its operations on the remaining Premises.

(vv) **"Notice"** means any written notice, demand, request or other instrument which may or is required or permitted to be given from one party to another under this Lease by either (1) hand-delivery (with a receipt therefor), (2) delivery by a nationally-recognized courier service with a reliable tracking-delivery system, or (3) mailing through the United States Mail (Registered or Certified), postage prepaid, return receipt requested.

(ww) **"Outdoor Soccer Seasons"** means (i) late August through November 30, and (ii) early March through June 30, of any year.

(xx) **"Park"** means that 655± acres of land in that area currently known as South Germantown Recreational Park located in Germantown, Montgomery County, Maryland and more particularly described in the Park Master Plan Amendment (as may be amended), and as shown on the Site Plan attached hereto as Exhibit A.

(yy) [Intentionally deleted.]

(zz) **"Park Infrastructure Improvements"** means the items all or any portion of which are to be paid for by Commission, as shown on the attached Exhibit B, as the same may be amended from time to time in accordance with Section 35(a).

(aaa) **"Park Maintenance Facility"** means the maintenance building, support buildings and facilities and yard that has been or is to be constructed by Commission in the Park, but not on the Premises, to be used by Commission and Foundation in connection with their maintenance activities.

(bbb) **"Parking Areas"** means those areas within the Premises designated for the parking of motorized vehicles for use in connection with the SoccerPlex.

(ccc) **"PDF"** means a budget appropriation document approved by the Council to authorize the expenditure of funds for the design and construction of the Park, and setting other criteria for development of the Park.

(ddd) **"Permittee"** means any person or organization granted by Foundation a permit to use a Soccer Field during the Hours of Operation, subject to the terms of this Lease.

(eee) **"Phase I"** means that period of time from the commencement of construction of the following Improvements until the commencement of Phase II: the Indoor Multi-Purpose Facility, the Championship Field (Field 11 on the attached Exhibit A), sixteen (16) additional Soccer Fields (Fields 3 through 17, 21 and 22 on Exhibit A), two (2) soccer fields constructed for the use of the community (Fields A and B on Exhibit A), one Baseball/Softball Field (Field D on the attached Exhibit A), a temporary parking lot serving Field D, and certain other Park Infrastructure Improvements.

(fff) **"Phase II"** means that period of time from the commencement of construction of the next three (3) Soccer Fields (Fields 18, 19 and 20 on the attached Exhibit A), a portion of another Parking Area (the Field 18 – 22 Parking Area on the attached Exhibit A), and relocation of one (1) Baseball/Softball Field (Field C on the attached Exhibit A), until the commencement of Phase III.

(ggg) **"Phase III"** means that period of time from commencement of construction of the next two (2) Soccer Fields and one (1) Parking Area (Fields 1 and 2 and the Field 1 and 2 Parking Area on the attached Exhibit A), provided however, Fields 1 and 2 may be redesigned, subject to the appropriate governmental approvals and permits, to allow for a single

surface that can accommodate both Fields 1 and 2, and one (1) Parking Area (Field C and Field C and D permanent Parking Area on Exhibit A).

(hhh) **"Play Opportunity Capacity"** [Intentionally deleted.]

(iii) **"Pledge-Secured Debt"** [Intentionally omitted.]

(jjj) **"Premises"** means the approximately 162 acres of park land, more particularly described on the attached Exhibit A-1 and shown shaded on the attached Exhibit A, together with all buildings, structures and other improvements now or hereafter located on said land, and also together with all easements, rights-of-ways, licenses, and appurtenances appertaining to said land; provided, however, that notwithstanding anything to the contrary in this Lease, (1) Soccer Fields 18, 19 and 20 (shown on the attached Exhibit A) and the area of the Park designated as Phase II on the attached Exhibit A shall not be part of the Premises until construction of Phase II is commenced, and (2) Soccer Fields 1 and 2 (shown on the attached Exhibit A) and the area of the Park designated as Phase III on the attached Exhibit A shall not be part of the Premises until construction of Phase III is commenced, subject to Section 9(b)(6)(2) and (3) of this Lease.

(kkk) **"Project"** means the Improvements to the Park funded pursuant to PDF 998712 and PDF 998729.

(lll) **"Pumping Station"** means the sanitary sewer force main pumping station located within the Central Park Circle.

(mmm) **"Rent"** means all Base Annual Rent and Additional Rent payable by Foundation to Commission under this Lease.

(nnn) **"Reserve Fund"** shall have the meaning set forth in Section 14(a)(3).

(ooo) **"Soccer Fields"** means those areas of the SoccerPlex, exclusive of the Indoor Multi-Purpose Facility, of which the Foundation has constructed (or will construct) and/or the maintenance of which Foundation has assumed (or will assume) responsibility, including Fields A and B on the attached Exhibit A.

(ppp) **"SoccerPlex"** means the Premises and all SoccerPlex Improvements and Park Infrastructure Improvements on the Premises.

(qqq) **"SoccerPlex Improvements"** means the items which the Foundation has assumed (or will assume) responsibility for payment as shown on the attached Exhibit B, as the same may be amended from time to time in accordance with Section 35(a).

(rrr) **"Germantown Park Drive"** means the internal Park road from Maryland Route 118 to the Central Park Circle.

(sss) **"Storm Water Management Facilities"** means those facilities located on or adjacent to the Park and used for the purposes of quantity and quality control of storm water.

(ttt) **"Temporary Taking"** means a temporary taking or condemnation of all or any portion of the SoccerPlex as a result of the exercise of any power of eminent domain, or purchase in lieu thereof.

(uuu) **"Tournament"** means an organized soccer competition which utilizes more than seventy-five percent (75%) of the playing capacity of the Soccer Fields for a period of no more than three (3) days, unless a fourth (4th) day does not interfere with regularly scheduled play.

(vvv) **"Traffic and Parking Management Plan"** means that upon the availability of all uses planned for the Park, a plan to be coordinated with and entered into by all tenants and other primary users in the Park, including the Foundation and the Commission, to ensure that traffic generated within the Park upon full utilization thereof does not exceed Traffic Standards and available parking spaces in the Park. The Traffic and Parking Management Plan shall be prepared and coordinated by the Commission. The Commission acknowledges that all tenants and facilities in the Park managed and/or maintained by the Parks Department will be subject to the Traffic and Parking Management Plan and that it will require the provision for a Traffic and Parking Management Plan to be included in all of its Leases, Operating Agreements, other contracts and/or other arrangements for use of the Park with all tenants and other primary users in the Park, including the Swim Center, the Tennis Center, and the Golf Driving Range. "Primary users," as used in this Lease, means the Commission and any parties to whom the Commission has directly granted rights to use the Park.

(www) **"Traffic Standards"** means the maximum allowable level of traffic, and the flow thereof with regard to the road network surrounding and within the Park, which has been established by the Council as part of the County's Annual Growth Policy as set forth on the attached Exhibit O.

3. **Demise of SoccerPlex.** Commission leases to Foundation and Foundation hereby leases from Commission the Premises for the Lease Term, Rent, and upon the terms, covenants, and conditions set forth herein. As an appurtenance to the Premises, Foundation, its agents, employees, contractors, subtenants, licensees and invitees shall have the nonexclusive right to use the portions of the Park and the Park Infrastructure Improvements serving or providing ingress and egress to the SoccerPlex (including, without limitation, the Germantown Park Drive, the Central Park Circle, the Parking Areas, the Comfort Stations, asphalt trails and hiker/biker trails) during all Hours of Operation of the SoccerPlex and at all other times, when reasonable or necessary to exercise its rights and perform its maintenance obligations under this Lease, provided, however, that such access shall not be deemed an exception to or extension of the Hours of Operation.

4. **Lease Term.**

(a) **Initial Term.** The Lease Term shall consist of an Initial Term and any Extension Terms exercised by Foundation or any permitted successor or assign. The Lease Commencement Date has been established by Foundation and Commission as December 2, 2000, and as such, the parties have executed a Certificate of Commencement in the form of Exhibit C.

(b) Extension Term(s). If (1) this Lease has not been terminated sooner as provided herein, and (2) there is no Event of Default with respect to the Foundation under this Lease, Foundation shall have the option(s) ("Extension Option(s)") to extend this Lease for two (2) consecutive additional Extension Term(s) as set forth in Section 2(z) herein. Should Foundation, in Foundation's sole discretion, elect not to extend this Lease, then Foundation shall provide Commission with written notice of such election not later than one (1) year before the date of expiration of the Lease Term, failing which Foundation shall be deemed to have exercised the Extension Option.

For the purposes of this Section 4(b), any successor, assignee, collateral assignee or Leasehold Mortgagee-in-possession may exercise the extension rights of this Section 4(b).

5. Rent. Foundation covenants and agrees to pay to Commission Base Annual Rent in the amount of One Dollar (\$1.00) per year, payable in advance on the first day of each Lease Year throughout the Lease Term, at Commission's notice address set forth in Section 1(a)(5) or at such other place as shall be designated in writing by Commission.

6. Purpose of Lease and Use of SoccerPlex.

(a) Purpose of Lease. The purpose of this Lease is to develop and maintain a premier facility primarily to meet the needs of the Montgomery County and the Maryland soccer communities by leveraging the assets of both the public and the private sectors, while preserving the interests of each; to provide quality fields that are accessible to the public at reasonable rates that ensures the financial viability of the facility. The Commission and the Foundation each acknowledge that the Foundation's contribution of private funding and management, together with the Commission's contribution of public land and infrastructure within the Park will enable the development of such a facility, the SoccerPlex, earlier than either could accomplish alone. For purposes of this Section 6(a), Foundation shall be deemed to be meeting the needs of the Montgomery County and the Maryland soccer communities if Foundation is operating the SoccerPlex in accordance with the Guidelines and Criteria for Permitting SoccerPlex Fields established by the Foundation, and approved by the Montgomery County Planning Board initially within 90 days of the execution of this Lease by Commission in accordance with this Lease, which Guidelines and Criteria for Permitting SoccerPlex Fields shall, at a minimum, include the following provisions:

(1) Meet the purpose of the Lease as set forth in Section 6 herein, including to ensure the financial viability of the SoccerPlex.

(2) Use of the Soccer Fields and the Indoor Multi-Purpose Facility will be granted only to clubs and teams that pay Field-Use Fees, or have been awarded Foundation scholarships. The Field-Use Fee shall be based principally upon the cost of maintenance and operation of the Soccer Fields, the amortized cost of development of the Soccer Fields, capital improvements, capital and operational reserves, and debt reduction, with credit as appropriate for any funding received that is directed to reduce the Field-Use Fees, including grants and sponsorships.

(3) Activities. Other than Tournament play, the majority (at least fifty-one percent (51%)) of the combined use of the Indoor Multi-Purpose Facility and the Soccer Fields shall be for sports-related activities. Notwithstanding, the Indoor Multi-Purpose Facility and the Soccer Fields can be released for use by other users one hundred twenty (120) days prior to the start of the Spring or Fall soccer season (as such dates are established in the Guidelines and Criteria for Permitting SoccerPlex Fields), as the case may be, if they are not contracted for such use in accordance with this provision.

(4) Users. Use of the Soccer Fields shall be first by existing Soccer Field users, then by other Montgomery County soccer teams, then by soccer teams for other parts of Maryland, then by other soccer teams. Furthermore, for Saturday play during Outdoor Soccer Seasons, preference will be given to those Montgomery County teams with the majority of their members from upcounty; notwithstanding, (i) the Guidelines and Criteria for Permitting SoccerPlex Fields will prevail in any conflict with the use priorities identified in this paragraph and (ii) Soccer Fields can be released for use by other users one hundred twenty (120) days prior to the start of the Spring or Fall soccer season (as such dates are established in the Guidelines and Criteria for Permitting SoccerPlex Fields), as the case may be, if they are not contracted for such use in accordance with this provision. For purposes of this Lease, "upcounty" shall mean the area of Montgomery County within the following boundaries: Northern boundary-Frederick County line; Eastern boundary-Northeastern portion of the Howard County line to the eastern boundary of the Town of Laytonsville to Shady Grove Road; Southern boundary-Shady Grove Road; and Western boundary-Potomac River.

(5) Use of the Soccer Fields shall take into consideration the ability of new, viable and active youth soccer clubs and teams, first from Montgomery County, and then to those clubs and teams from other counties throughout Maryland to gain access to the SoccerPlex.

(6) All soccer clubs and their members, regardless of affiliation, and except as may otherwise be required under this Lease, shall be treated fairly by the Foundation with regard to allocation of games and fees at the SoccerPlex. The Foundation will not favor any user of the Soccer Fields based solely on such user's affiliation with the Foundation. The Guidelines and Criteria for Permitting SoccerPlex Fields shall include a reasonable maximum allocation of games per season for use of the Soccer Fields, which allocation shall not apply if i) overall Soccer Field capacity exceeds demand, or ii) under exigent circumstances.

(7) Foundation will establish, under the Guidelines and Criteria for Permitting SoccerPlex Fields, a timeline to inform all Soccer Field users of the allocation of Soccer Fields for the next upcoming season. Such timeline will take into consideration, to the extent reasonable, the scheduling deadlines for soccer fields not operated by Foundation to allow users to coordinate their use of Soccer Fields with other fields in the area.

(8) Foundation will work in partnership with the Commission and Montgomery County Department of Recreation ("MCRD") to identify youth soccer teams from Montgomery County that are not able to make long-term commitments for use of the Soccer Fields with a goal of allocating five percent (5%) of the non-Tournament use of the Soccer Fields and the Indoor Multi-Purpose Facility; provided however, such Soccer Fields can be released for use by other users sixty (60) days prior to the time set aside for use if they are not scheduled for use in accordance with this provision.

(9) All users must agree to, and must participate in all components of, the Foundation's internal dispute resolution procedures (developed with input from the Advisory Committee, and as incorporated into the Guidelines and Criteria for Permitting SoccerPlex Fields) between the user and the Foundation for issues related to use of the SoccerPlex.

Furthermore, the purpose of this Lease is to authorize Foundation to construct, manage and maintain both high quality outdoor Soccer Fields and an Indoor Multi-Purpose Facility primarily for the games of soccer and indoor soccer, but also for i) such other sports-related uses including, but not limited to basketball, lacrosse, in-line hockey, volleyball, sports-related meetings, dinners and functions, and ii) non-sports-related community activities in order to raise funds to support the ongoing operations of the SoccerPlex. The Foundation's primary use of the Indoor Multi-Purpose Facility shall remain sports-oriented, measured by time scheduled with the majority (at least fifty-one percent (51%)) of the use dedicated to sport-oriented uses.

(b) Permitted Use. Foundation shall have the right to use the Premises for the construction, maintenance and operation of the Soccer Fields, the Indoor Multi-Purpose Facility and all of the other SoccerPlex Improvements in accordance with the purposes, uses and terms of this Lease, and for no other purpose or use; provided however, all non-sports-related uses shall be subject to the approval of the Director of Parks, which approval shall not be unreasonably withheld, conditioned or delayed, given the nature of the request, the use requested and the financial impact to the Foundation that a delay might cause ("Use Request"). Such a Use Request shall be made in accordance with the provisions set forth in this Article 6. Upon such approval, the use, unless specifically conditioned otherwise, shall be deemed a Permitted Use. An ice rink or sheet of ice is specifically excluded as a Permitted Use. In addition, Foundation shall have the nonexclusive right to use all Park Infrastructure Improvements (such as water, sewer, electricity, gas and telephone) to facilitate its use of the Soccer Fields, the Indoor Multi-Purpose Facility and all of the other SoccerPlex Improvements; provided that Foundation's nonexclusive use of the Park Infrastructure Improvements shall be in accordance with the terms and conditions set forth in this Lease. This provision shall not be construed as providing Foundation with any rights to use of the parking lots inside and parking along the Central Park Circle and parking along Germantown Park Drive north of Schaeffer Road, except as may be otherwise set forth in the Lease.

(c) Any Use Request must meet the following conditions:

(1) The Foundation must submit each Use Request in writing to the Director of Parks, with a copy to the Park Police.

(2) The Director of Parks' approval shall not be unreasonably withheld, conditioned or delayed, given the nature of the Use Request and the financial impact to the Foundation that a delay might cause. The Director of Parks has the reasonable discretion to grant or deny a Use Request, or to grant a Use Request with conditions, with the sole and subjective discretion to notify the public of any such request. The Director of Parks may provide notice, electronically or otherwise, of some or all Use Requests to the public or any community advisory group that the Director of Parks deems appropriate.

(3) Traffic capacity for an event for which a Use Request is sought will be presumed to be adequate if it is in accordance with the Traffic Standards and, upon its finalization, the Traffic and Parking Management Plan. The Foundation must submit with the Use Request its certification that the use for which the Use Request is being made is anticipated to meet the Traffic Standards and the Traffic and Parking Management Plan.

(d) Constraints. Foundation shall comply with all of the provisions of the PDFs and of all required permits in its use of the Premises and its construction and operation of the SoccerPlex Improvements. Foundation agrees not to commit waste on the Premises and not to knowingly use the Premises for any unlawful purpose or in violation of any certificate of occupancy, nor suffer any dangerous article to be brought on the Premises unless safeguarded as required by law. Foundation agrees to comply reasonably, promptly, and effectively with all applicable Laws of all Governmental Authorities. Commission agrees to give notice promptly to Foundation of any notice from any Governmental Authorities, person, group or organization in respect of the Premises including, without limitation, any notice pertaining to air and water quality, Hazardous Materials, waste disposal, air emissions, and other environmental matters, and any direction of any public agency that imposes any duty upon Commission or Foundation with respect to the use or occupancy of the Premises. Foundation may, in good faith, dispute the validity of any complaint or action taken pursuant to or under color of any of the foregoing, defend against the same, and in good faith, diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Foundation agrees that any such contest shall be prosecuted to a final conclusion with reasonable dispatch, and Foundation will hold Commission harmless with respect to any actions taken by any Governmental Authorities with respect thereto.

7. Construction of Improvements.

(a) Phase I Construction. [Intentionally deleted.].

(b) Phase II Construction. All conditions precedent to the right of the Foundation to commence Phase II construction have been met, subject to appropriation of public funding by the Council; provided however, the Foundation shall not commence Phase II construction until the Guidelines and Criteria for Permitting SoccerPlex Fields has been approved by the Montgomery County Planning Board in accordance with Section 6(a) herein. During Phase II construction, the Commission, at its sole cost and expense, shall relocate the Baseball Field C (as shown on Exhibit A), which was previously identified as a part of Phase III; provided however, the costs therefore shall be setoff against any public funding previously

intended to be requested of the Council as part of the Phase III funding. In order for Commission and Foundation to coordinate their respective obligations with respect to the SoccerPlex Improvements and the Park Infrastructure Improvements to be constructed during Phase II (and during Phase III as set forth in Section 7(c)), the parties shall enter into a Development and Construction Agreement, which shall also take into consideration relocation of Baseball Field C, and which shall require that the Foundation provide Commission with evidence that the Foundation holds, or has contracted for, sufficient funds for the payment of the cost of such construction as such payments become due and owing.

(c) Phase III Construction. The Foundation shall not commence any construction of any kind on Phase III until: (1) Foundation obtains in advance of construction all funding for Phase III from a source of funding not currently committed to operating revenue (e.g., an independent grant or donation) and has provided Commission with evidence that the Foundation holds, or has contracted for, sufficient funds for the payment of the cost of such construction, and; (2) Foundation has provided evidence that the Traffic Standards (i) have not been exceeded as a result of Phase II, and (ii) are not anticipated to be exceeded as a result of Phase III, (3) construction of the relocated Baseball Field C has been completed and the new field is ready for use, and (4) the County Council has approved an amendment to PDF No. 998712 (or a new PDF) allowing Phase III to proceed. The Commission and Foundation shall coordinate their respective obligations with respect to the SoccerPlex Improvements and the Park Infrastructure Improvements to be constructed during Phase III as part of the Development and Construction Agreement as set forth in Section 7(b).

8. Construction of Roads in and to Park. [Intentionally deleted.]

9. Maintenance and Repair.

(a) Foundation's Maintenance Responsibilities. Throughout the Lease Term, Foundation shall, at Foundation's sole cost and expense, keep the following improvements in good order and condition, reasonable wear and tear and damage by Casualty excepted:

- (1) Soccer Fields 1 through 22 (including turf and irrigation),
- (2) all Championship Field improvements (including seating, scoreboards, lights, miscellaneous related equipment and plaza areas),
- (3) the Indoor Multi-Purpose Facility, the plaza and the sidewalks adjacent thereto,
- (4) the field lights for any lighted Soccer Fields, except the Community Soccer Fields, if lighted,
- (5) the Parking Areas serving Soccer Fields 1 through 22 and the Indoor Multi-Purpose Facility, and the lighting (if any) for all such Parking Areas, but not the entrance roads from the Central Park Circle to said Parking Areas or the lighting for such entrance roads,

(6) the Comfort Stations on the Premises, provided that, to the extent used by the Commission, the Commission is responsible for all maintenance of the Comfort Stations pertaining to the Commission's use (and, accordingly, no rental charge shall be due and owing to the Foundation),

(7) the recharge trenches on the Premises,

(8) the ADA trails on the Premises,

(9) the turf and non-turf landscaping throughout the Premises, except that which is the Commission's responsibility to maintain under Section 9(b),

(10) the portions of the water and sewer infrastructure outside of the Central Park Circle and Germantown Park Drive right-of-way shown to be Foundation's responsibility on the attached Exhibit E, and

(11) the Foundation signage described in Section 10(c).

Foundation's maintenance responsibilities shall include making or causing to be made all necessary repairs, alterations and/or replacements, interior, exterior, structural and nonstructural, to the aforesaid improvements. All such repairs, alterations and replacements shall be at least equal in quality to the original work. Foundation's maintenance responsibilities shall also include keeping the Premises free of trash and debris. Foundation shall place such trash and debris in trash cans and dumpsters provided by Foundation, and shall arrange for the regular removal of trash from such trash cans and dumpsters. Foundation shall also remove trash and debris from the entire area of the Park inside the Central Park Circle and empty all trash receptacles within such area within twenty-four (24) hours after the conclusion of all Tournaments. Foundation shall hold harmless and indemnify the Commission with respect to any liability in respect of maintenance or repair required under this Section 9(a). Foundation shall have the right to lock the Comfort Stations at all such times as the Comfort Stations are not being used for SoccerPlex events; provided, however, that Foundation shall leave the Comfort Stations opened at other times requested by Commission.

(b) Commission's Maintenance Responsibilities. Commission shall, at Commission's sole cost and expense, throughout the Lease Term, keep the following improvements in good order and condition and shall make or cause to be made all necessary repairs, alterations and/or replacements thereto, interior, exterior, structural and nonstructural, reasonable wear and tear and damage by Casualty excepted:

(1) the Central Park Circle and the non-grass landscaping and lighting on the perimeter of the Central Park Circle,

(2) the non-grass landscaping along Schaeffer Road on the perimeter of the Premises,

(3) the Germantown Park Drive, the lighting on the perimeter of Germantown Park Drive, and the non-grass landscaping along and within the median strip of the Germantown Park Drive,

(4) the portions of the water and sewer infrastructure outside of the Central Park Circle and Germantown Park Drive right-of-way shown to be Commission's responsibility on the attached Exhibit E,

(5) the entrance roads from the Central Park Circle to the Parking Areas and the lighting for such entrance roads,

(6) stormwater management facilities, sand filters and outfalls, but only upon the first to occur of the following three events: (i) Foundation's delivery to Commission of written notification of Foundation's substantial completion of Phase III; (ii) Foundation's delivery to Commission of written notification of Foundation's decision not to proceed with the construction of Phase II; or (iii) Foundation's delivery to Commission of written notification of Foundation's decision not to proceed with the construction of Phase III. At whatever time Foundation transfers maintenance of the stormwater management facilities, sand filters and outfalls, these items must be completely constructed, including any and all punch list items related thereto, and, further must be fully operational, clean and in good working order. Upon Foundation's delivery of the notification set forth in (ii) or (iii) above, Foundation's interest in, and right to, any and all leasehold interest in all remaining unbuilt Phase(s) (if any) shall terminate. At such time, the Commission shall have full authority to enter and use any property to which Foundation relinquished its leasehold interest under this Section as if never subject to this Lease,

(7) all of the non-ADA trails within the Premises (including soft trails, hiker/biker trails, trails connecting hiker/biker trails with off-site trails, and trails adjacent to the Central Park Circle);

(8) the Commission signage described in Section 10(b) and the way-finding signage described in Section 10(d); provided however that such way-finding signage installed within the Park shall be maintained and repaired by Commission on a shared cost basis as described in Section 10(d), and

(9) all portions of the Park except the Premises (including all improvements thereon), including, without limitation, maintaining, repairing and making necessary alterations and replacements to:

(i) roads and parking lots outside the Premises (including keeping such roads and parking lots free of snow and ice),

(ii) the area south of the Central Park Circle, east of the hiker/biker trail adjacent to Soccer Field 22, north of Schaeffer Road and west of and including the Germantown Park Drive, including landscaping, parking lots, parking lot lights and the Community Soccer Fields (including turf and irrigation),

(iii) the four (4) Baseball/Softball Fields,

- (iv) the Park Maintenance Facility and the driveway and parking lot for the Park Maintenance Facility,
- (v) the Pumping Station in the Central Park,
- (vi) the BMX Track driveway and parking lot, and
- (vii) all trails outside the Premises, including those in the Central Park.

All such repairs, alterations and replacements shall be at least equal in quality to the original work. Commission's maintenance responsibilities shall also include keeping all areas of the Park except the Premises free of trash and debris, and remove snow and ice from any Parking Areas used for non-SoccerPlex events during the winter months. Commission shall hold harmless and indemnify the Foundation with respect to any liability in respect of maintenance or repair required under this Section 9(b).

(c) Park Maintenance Facility. Commission will ensure that the Maintenance Facility can continually, during the Lease Term, accommodate both the Commission's and Foundation's use (without the obligation to expand such accommodation beyond the Foundation's workspace and use as of the Effective Date), which shall be without charge to the Foundation; provided however, Foundation shall reimburse Commission for (1) Foundation's Proportionate Share of the electricity supplied to the Park Maintenance Facility deemed to be 20% of the total, (2) fuel actually taken from the Commission owned tanks that is used by the Foundation, and (3) any additional, actual labor costs (excluding benefits) for services provided to the Foundation by employees and/or contractors of the Commission. Foundation's payment of any such labor costs shall not be deemed to have created an employer/employee relationship with any such employees or contractors of the Commission. Foundation shall keep the Park Maintenance Facility free of trash and debris as a result of its use thereof.

10. Signage

(a) Park Signage Guidelines. All signage installed in the Park by Foundation or Commission shall conform to the guidelines established by the Foundation and Commission for the size, shape, color and lettering style of all signage in the Park (the "Park Signage Guidelines").

(b) Commission Signage. Except as set forth in Section 10(d), all signage installed by Commission on the Premises or other areas of the Park solely for Commission use shall be installed at Commission's expense and shall be maintained in good condition and repair by Commission, at its expense.

(c) Foundation Signage. All signage installed by Foundation on the Premises or other areas of the Park solely for Foundation use shall be installed at Foundation's expense and shall be maintained in good condition and repair by Foundation, at its expense. Foundation's signage on the Premises may include signs identifying donors to and sponsors of

the SoccerPlex. Foundation shall have the right to install and utilize event boards, so long as such event boards conform to the Park Signage Guidelines.

(d) Way-finding Signage within Park. Commission and Foundation shall install within the Park way-finding signs to the Soccer Fields, the Community Soccer Fields and the Indoor Multi-Purpose Facility, in accordance with the Park Signage Guidelines. Foundation and Commission and any other tenants named on such signage shall share proportionately the cost of design, fabrication and installation of such way-finding signage. All such way-finding signage installed within the Park shall be maintained in good condition and repair by Commission on a shared cost basis.

(e) Off-Park Signage. If after the initial installation of the directional signage to the Park and the SoccerPlex in locations outside of the Park,, any such signage is changed due to a change in the name of the SoccerPlex or any portion thereof, Foundation shall pay for the cost of such change.

11. Sponsorships and Naming Opportunities. Foundation shall have the right, subject to approval by Commission, which approval shall be in the sole and absolute discretion of the Commission, to name (a) the Championship Field, (b) the other Soccer Fields, (c) the Indoor Multi-Purpose Facility (which is currently known as the Discovery Sports Center), (d) the entire SoccerPlex, and (e) other SoccerPlex Improvements or elements thereof. Foundation shall have the right, without the necessity of approval by Commission, to offer event, activity and program sponsorship opportunities to organizations, companies or individuals, as an inducement to contribute funds to the Foundation for the construction and operation of the SoccerPlex, including for specific events and Tournaments ("Sponsors"); provided, however, the Foundation covenants that it will not permit certain Commission specified categories of sponsorships. In conjunction with such naming and/or sponsorship opportunities, Foundation may give Sponsors signage (subject to the Park Signage Guidelines) in the SoccerPlex, exclusive rights to sell their products at the SoccerPlex and such other rights as Foundation shall deem reasonable.

12. Right to Enter.

(a) By Commission. Any member, employee or agent of Commission may, at all reasonable hours, enter onto the Premises or any Improvements on the Premises.

(b) By WSSC. Foundation shall grant any member, employee or agent of Washington Suburban Sanitary Commission (WSSC) access, at all reasonable hours, to the Premises and any Improvements to the Premises.

13. Operation and Management of Soccer Facilities.

(a) Scheduling of Park Events. The parties agree that activities within and throughout the Park must not exceed Traffic Standards and can be accommodated by the available parking spaces in the Park, and therefore, the following shall apply:

(1) The Commission acknowledges that all tenants and facilities in the Park managed and/or maintained by the Parks Department will be subject to the

Traffic and Parking Management Plan and that it will require all tenants or other primary users, including the Foundation and the Commission, to enter into a Traffic and Parking Management Plan for the coordination of events and activities in the Park so that such uses, including during construction of the improvements for any such use, are coordinated to stay within the Traffic Standards and can be accommodated by the available parking spaces in the Park. The Commission acknowledges that it will require this provision for a Traffic and Parking Management Plan to be included in all of its Leases, Operating Agreements, other contracts and/or other arrangements for use of the Park with all tenants and other primary users in the Park, including the Swim Center, the Tennis Center, and the Golf Driving Range.

(2) Commission shall obtain Foundation's written permission prior to scheduling on Tournament days any event in the Park, which (i) is likely to generate traffic in the park in excess of the Traffic Standards, or (ii) is likely to generate parking in the Parking Areas in excess of available parking spaces, until the Traffic and Parking Management Plan is completed.

(3) Commission shall coordinate with the Foundation all other events during Outdoor Soccer Seasons on non-Tournament days, which (i) are likely to generate traffic in the Park in excess of Traffic Standards, or (ii) are likely to generate parking in the Parking Areas in excess of available parking spaces, until the Traffic and Parking Management Plan is completed.

(4) Nothing in this Lease shall permit the Foundation to require closure of the Park or to require the interruption of routine activities in the Park.

(b) SoccerPlex Usage and Scheduling. Foundation shall activate and maintain the Advisory Committee as defined in Section 2(b) herein. The Foundation shall consider the following guidelines in scheduling the use of the SoccerPlex:

(1) All prospective users of the Soccer Fields and the Indoor Multi-Purpose Facility will be required to obtain a permit from the Foundation for any use of the Soccer Fields and the Indoor Multi-Purpose Facility, including practice, pickup games and informal, unscheduled team play, in accordance with Section 6(a)(2), unless such user has obtained a scholarship based on financial need from the Foundation.

(2) Foundation's maintenance and resting schedule for the Soccer Fields shall dictate the availability of the Soccer Fields for use.

(3) The scheduling of the use of the Soccer Fields must not exceed Traffic Standards, and once developed and agreed to, shall be in conformance with the Traffic and Parking Management Plan.

(4) When allocating and scheduling the use of the Soccer Fields, Foundation shall comply with its Field Usage Allocation Guidelines.

(5) Foundation shall provide scholarships for payment of Field-Use Fees for the Soccer Fields to individuals and groups unable to afford to pay such fees, in such amounts as Foundation may deem reasonable.

(6) Foundation shall be responsible for scheduling Tournaments at the SoccerPlex; provided however, Tournaments shall only be scheduled for a period of no more than three (3) days, unless a fourth (4th) day does not interfere with regularly scheduled play.

(7) More than two (2) teams may be permitted to play on the same Soccer Field at the same time, so long as the traffic from such usage is anticipated to be in conformance with the Traffic Standards, and once developed and agreed to, the Traffic and Parking Management Plan.

(8) The soccer fields in the Indoor Multi-Purpose Facility may be used throughout the year in accordance with the Purpose and Permitted Uses as set forth in Article 6 herein.

(9) The Hours of Operation of the SoccerPlex shall be as follows:

(i) For the Indoor Multi-Purpose Facility, 7:00 a.m. to 12:00 midnight; provided, however, the Director of Parks may waive the hours of operation on a case-by-case basis for any Permitted Use that takes place in the Indoor Multi-Purpose Facility.

(ii) For the Championship Field, all games and events, including operational support and warm-up activities shall commence at or after 7:00 a.m., and shall end by 12:00 midnight.

(iii) For all other Soccer Fields (whether lighted or non-lighted), all games and events shall commence at or after 8:00 a.m., and shall end by 11:00 p.m. All users shall be warned in advance of such closing. However, operational support and warm-up activity for games and events may commence at or after 7:00 a.m. and shall end no later than 12:00 midnight.

When scheduling the times that a Soccer Field is to be used, due consideration shall be given by the Foundation to the location of the Field and impact to the surrounding community.

(c) Community Soccer Fields. Commission shall make the Community Soccer Fields (shown as fields A and B on the attached Exhibit A) available to Foundation for use during Tournaments. Commission shall use reasonable efforts to keep the Community Soccer Fields in Tournament-quality condition. The Community Soccer Fields shall be rested periodically to recover from potential overuse or weather-related damage.

(d) Security and Traffic Control. Throughout the Lease Term, Commission's police department (the "Park Police") shall provide routine security patrols of the SoccerPlex, at

no cost, as well as of the rest of the Park. Foundation shall provide supplemental security and signage (e.g., no parking on the grass) for Tournaments and other events at the SoccerPlex, if appropriate. Foundation shall consult with the Division Chief of the Park Police to determine the level of police services needed for Tournaments and other events. If Foundation elects to hire police force representatives to provide additional security, the Park Police shall have a right of first refusal to provide such security, at the rate then in effect under the Commission's contract with the Fraternal Order of Police. Foundation may elect to hire private security companies to provide additional security. Commission shall be responsible for providing security services and directing traffic for Commission-sponsored events held in areas of the Park other than the SoccerPlex, and shall use reasonable efforts to direct traffic for such events in such a manner as to not materially interfere with the operation of the SoccerPlex.

(e) Commission's Obligations Regarding Trails. Commission shall have the right to construct hiker/biker trails, asphalt trails and soft-surface trails in the SoccerPlex, some of which may have connections to neighborhoods adjacent to the Park. If Foundation reports vandalism to the SoccerPlex Improvements by persons entering the SoccerPlex from an adjacent neighborhood using such a trail, then Commission shall use reasonable efforts to prevent such vandalism.

(f) Commission's Obligation's Regarding Roads and Park Construction. Commission shall use reasonable efforts to ensure that traffic in the Park for events scheduled in areas of the Park other than the SoccerPlex does not unreasonably interfere with SoccerPlex activities or the traffic for such activities. Commission shall also use reasonable efforts to ensure that construction in areas of the Park other than the SoccerPlex does not unreasonably interfere with SoccerPlex activities or the traffic for such activities. All such traffic regulation shall be performed in compliance with the Traffic Standards, and upon its completion, in conformance with the Traffic and Parking Management Plan.

(g) Compliance with Park Regulations. Foundation and Commission shall comply, and require their respective agents, employees, contractors, subtenants, concessionaires, licensees and invitees to comply, with the Maryland-National Capital Park and Planning Commission Regulations Governing Use of Commission Park and Recreation Facilities in Prince George's and Montgomery Counties (the "Park Regulations"), as the same may be amended by Commission from time to time, in their use and occupancy of the Park (including the SoccerPlex). In the event of any conflict between the Park Regulations and the provisions of this Lease, the Park Regulations shall govern, except as provided in the following sentence. Notwithstanding anything to the contrary in the Park Regulations, Commission shall not close the SoccerPlex or the Park Infrastructure Improvements serving the SoccerPlex during the Hours of Operation or any other time Foundation is entitled to the use thereof in accordance with the terms of this Lease, except under emergency circumstances. The Commission's obligation to the Foundation under this Section does not limit the Commission's authority to close the Park to the public, which authority it may exercise in accordance with the Commission's normal operational procedures.

(h) Park Advisory Board. At such time as the Commission establishes an advisory board to advise the Commission on use of the Park, matters of interest to the Commission that impact the continued successful operations of the Park, including coordination among the tenants

and other primary users in the Park and its impact on neighboring communities, the Foundation shall have representation on and participate in the meetings of such advisory board.

14. Use of Proceeds from Operation of SoccerPlex.

(a) Priority of Use. Foundation shall apply the proceeds it receives from the operation of the SoccerPlex and the contributions received for the SoccerPlex as follows:

(1) First, to the payment of the principal of, interest on and all other fees and charges to be paid in connection with any and all Leasehold Mortgage-Secured Debt, as and when the same become due and payable; provided, however, that notwithstanding anything contained in this Lease to the contrary, any pledge paid to Foundation (whether before, on or after the date such pledge is scheduled to be paid to Foundation) may be used by Foundation to pay Leasehold Mortgage-Secured Debt, without regard to whether any such payment constitutes a prepayment of Leasehold Mortgage-Secured Debt;

(2) Second, to the expenses of operating the SoccerPlex and performing its maintenance responsibilities under this Lease, as and when such expenses become due and payable, and to the expenses of improvements and upgrades to the SoccerPlex, including the Capital Improvements as set forth in Section 2(h) and as approved in accordance with Section 14(c);

(3) Third, to the establishment and replenishment of the following reserve funds in such order as deemed prudent by the Foundation:

(i) Capital Reserve Fund. A reserve fund for improvements, replacements and contingencies shall be maintained during the Lease Term in the amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) (the "Reserve Fund"), in accordance with the Payment Schedule attached hereto as Exhibit J, which Reserve Fund shall be held in a separate federally-insured bank account and shall not be commingled with Foundation's operating funds; and

(ii) Turf Replacement Reserve Fund. Upon the construction of any Soccer Fields with synthetic turf, a reserve fund shall be maintained during the Lease Term, in amounts and at times deemed sufficient by the Foundation to replace the turf on such field(s) (whether replaced with synthetic or natural turf, which shall be at the discretion of the Foundation), which Reserve Fund shall be held in a separate federally-insured bank account and shall not be commingled with Foundation's operating funds; and

(iii) Operating Reserve Fund. A reserve fund shall be maintained during the Lease Term, in amounts and at times deemed sufficient by the Foundation to cushion against unanticipated revenue shortfalls or expenses, which Reserve Fund shall be held in a separate

federally-insured bank account and shall not be commingled with Foundation's operating funds.

(4) Fourth, to the extent funds are available, on an annual basis (and not on a retroactive basis)

(i) fifty percent (50%) to reimburse the Commission annually for all direct maintenance costs incurred by the Commission for maintenance of (A) the entrance roads from the Central Park Circle to the Parking Areas, (B) stormwater management ponds and sand filters, exclusive of the Central Park pond, and (C) fifty percent (50%) of the cost of public water for irrigation of the Soccer Fields (provided, however, that Foundation may, at its option, assume the responsibility for maintenance of the items described in clauses (A) and (B) above, rather than reimbursing Commission for its costs of maintaining those items), and

(ii) fifty percent (50%) to prepay the Leasehold Mortgage-Secured Debt, with the exception of refinancings for the purpose of funding Capital Improvements and Repairs, to the extent any such prepayment is permitted without premium or penalty.

(b) Irrigation Water. At the commencement of the eleventh Lease Year, Foundation shall assume payments to WSSC for one hundred percent (100%) of the cost of water used thereafter for irrigation of the Soccer Fields, pursuant to Section 16(b).

(c) Construction of Additional Improvements and Facilities. Except for the Capital Improvements which are hereby permitted, any material improvements constructed by Foundation in or on the SoccerPlex shall require the prior written approval of Commission. Foundation shall not renovate or construct any soccer facilities elsewhere, with proceeds from the operation of the SoccerPlex, without the prior written consent of Commission.

(d) Use of Revenues off the Premises. [Intentionally deleted.]

(e) Expenses of SoccerPlex. [Intentionally deleted.]

15. Foundation Reporting to Commission.

(a) On or before March 31 of each calendar year, Foundation shall provide to Commission, for review and comment, audited financial statements, including a calculation of the amount, if any, due to the Commission in accordance with Section 14(a)(4) (prepared by a certified public accountant in accordance with generally accepted accounting principles) with respect to Foundation's operation of the SoccerPlex during the preceding fiscal year of the Foundation.

(b) On or before December 20 of each calendar year, Foundation shall provide to Commission, for review and comment, (1) operating projections for the forthcoming calendar year, (2) its Field Usage Allocation Guidelines, and Field-Use Fees for use of the Soccer Fields and for the Indoor Multi-Purpose Facility for the forthcoming calendar year, and actual usage

and fees for the previous year, (3) a comparison of the past year's projections and year-to-date actual figures, (4) all waivers requested under Section 6(c), indicating all waiver requests that were both granted and denied; a description of each event held pursuant to a waiver, including the number of attendees, revenue generated, and additional expenses incurred; projected waiver requests for the upcoming year; a list of all sport-related requests for use of the Premises that were not scheduled because of conflicting events scheduled pursuant to a waiver; (5) a calendar showing the actual uses of the SoccerPlex the previous year all uses scheduled at the SoccerPlex for the upcoming year, and (6) any other information reasonably requested by Commission.

(c) Upon completion, but in no event later than 45 days after each quarter of each calendar year, Foundation shall provide to Commission, for review and comment, quarterly income statements with updated year-end projections, which income statements shall be treated as confidential commercial information, and the Commission must not share such information or disclose such information outside of the Commission without the express written consent of the Foundation.

(d) Each of the reports required under this Section 15(a), (b) and (c) shall be provided by the Foundation to the Commission's Secretary-Treasurer. Additionally, Foundation shall provide Commission with copies of any amendments executed in connection with any Leasehold Mortgage, certified by the Foundation to be a true and correct copy of such instrument.

(e) No less than once each calendar year, Foundation shall appear before the Commission and make a presentation of the Foundation's operation of the SoccerPlex during the preceding calendar year, including, (1) significant activities conducted by the Foundation in support of its purpose under this Lease, including how the Foundation is complying with the purposes of this Lease, including any proposed revisions to the approved Guidelines and Criteria for Permitting SoccerPlex Fields, (2) a summary and representation of its compliance with the terms of this Lease, (3) actual and anticipated game allocations, and (4) any other information reasonably requested by Commission. The Planning Board shall schedule such presentation as part of a public hearing (which will allow for testimony by the Advisory Committee) to review and approve the Guidelines and Criteria for Permitting SoccerPlex Fields if proposed for revision by the Foundation, and any such revisions shall not be effective until such approval, provided that such approval shall not be unreasonably withheld, conditioned or delayed, taking into account the time requirements of scheduling use of Soccer Fields.

(f) Audit and Inspection. In the event of receipt of a written affidavit alleging fraud, which allegation is determined by the Commission in its reasonable judgment to be credible and in good faith, the Commission shall have the right, but not the obligation, to access, at all reasonable times, all the Foundation's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, financial accounts, data stored in computer files or microfiche, and memoranda of every description pertaining to any of the matters related to the fraud alleged ("Services"). Commission shall have the right to reproduce any of these documents. Foundation shall include the necessary provisions in its contracts to cause its contractors and vendors to preserve all such documents for a period of three (3) years after completion of its services under the relevant contract. Commission shall not be liable for costs resulting from an audit hereunder. No inspection or approval will relieve Foundation of any and

obligations hereunder or its contractors of any warranties granted. This Article survives termination or expiration of this Lease.

16. Utilities.

(a) Electricity. Foundation shall pay the utility company for the electricity supplied to the Indoor Multi-Purpose Facility, the Parking Areas, the Comfort Stations on the Premises, the Championship Field lights, any other Soccer Field lights and the irrigation system on the Premises. Commission shall pay the utility company for all other electricity supplied to the Park. (In accordance with Section 9(c), Foundation shall reimburse Commission for Foundation's proportionate share of the electricity supplied to the Park Maintenance Facility.)

(b) Water and Sewer.

(1) Water During Construction. All water used during construction on the Premises during each Phase shall be paid for by Foundation. For purposes of this paragraph, construction of a Soccer Field shall be presumed to be completed upon the first mowing of grass thereon.

(2) Indoor Multi-Purpose Facility and Comfort Station Water and Sewer. Throughout the Lease Term, Foundation shall pay the Washington Suburban Sanitary Commission ("WSSC") for all water and sewer service supplied to the Indoor Multi-Purpose Facility and the restroom fixtures within the Comfort Stations on the Premises.

(3) Irrigation Water. Except as provided in Section 14 and this Section 16, Commission shall pay WSSC for all water used to irrigate the Premises (including the Championship Field and the other Soccer Fields). At the time set forth in Section 14(a)(4), Foundation shall reimburse Commission for up to fifty percent (50%) of the cost of such irrigation water; provided, however, that Commission shall not pay more than Five Thousand Six Hundred Twenty-five Dollars (\$5,625.00) per Soccer Field per year for irrigation water, which amount shall, in the event of a WSSC rate increase above Four and 06/100 Dollars (\$4.06) per one thousand (1,000) gallons, be increased proportionately with such rate increase. Said reimbursement shall be made within thirty (30) days after Commission's submission to Foundation of an invoice for such cost. Commencing at the beginning of the eleventh (11th) Lease Year, and thereafter throughout the remaining Lease Term, Foundation shall pay WSSC for all water used to irrigate the Premises.

(4) Other Park Water and Sewer. Except as set forth in subparagraphs (1), (2) and (3) of this Section 16(b), Commission shall be responsible for the cost of all water and sewer service supplied to the Park.

(5) Foundation shall not use groundwater for any purpose in the construction or operation of the SoccerPlex, except as may be necessary solely for water monitoring purposes pursuant to Section 17. However, Commission intends

to pursue a water appropriation permit from the appropriate State agency for use of groundwater as part of the development of Central Park, which is not part of the SoccerPlex or the Premises.

17. **Stream and Ground Water Monitoring.** Foundation and Commission agree to implement the Water Monitoring Program attached hereto as Exhibit K. Any Council approvals, based on water quality, which are necessary for the commencement of Phase II or Phase III, shall be based on the standards set forth in the Water Monitoring Program attached hereto as Exhibit K.

18. **Hazardous Materials.**

(a) **Commission's Responsibilities.**

(1) Throughout the Lease Term, during any period when Park Infrastructure Improvements or SoccerPlex Improvements are being constructed in the Park, Commission, at its expense, shall retain an environmental engineering consulting firm to advise Commission on how to deal with any Hazardous Materials found at the Park. If any Hazardous Materials are discovered in the Park during construction of the Park Infrastructure Improvements or the SoccerPlex Improvements, Commission, at its expense, shall promptly remove such Hazardous Materials from the Park and restore the Park to its condition prior to the introduction of such Hazardous Materials to the Park. Commission shall coordinate such remediation work with the Contractors performing the construction of the Park Infrastructure Improvements and the SoccerPlex Improvements, so as not to interfere with or delay such construction. If any such remediation work does interfere with or delay such construction, Commission shall work diligently with Foundation to find means of eliminating such interference or delay.

(2) During the Lease Term, Commission shall use, store, manage and dispose of Hazardous Materials in the Park in accordance with all applicable Laws. If Commission breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material in the Park caused or permitted by Commission results in contamination of the Park or of properties located in the proximity of the Park, then without any waiver of the Commission's immunities under state law Commission shall indemnify, defend and hold Foundation harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Foundation by Commission includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Park or the adjacent properties. Without limiting the foregoing, if the presence of any Hazardous Material in the Park and/or the adjacent properties caused or permitted

by Commission results in any contamination of the Park and/or the adjacent properties, Commission, at Commission's expense, shall promptly take all actions as are necessary to return the Park and/or the adjacent properties to the condition existing prior to the introduction of any such Hazardous Material to the Park and/or the adjacent properties.

(3) Throughout the Lease Term, Commission shall promptly notify Foundation of any Hazardous Materials discovered in the area of the Park inside the Central Park Circle, and shall provide Foundation with copies of any environmental studies performed on the area of the Park inside the Central Park Circle.

(b) Foundation's Responsibilities. Foundation shall use, store, manage and dispose of all Hazardous Materials on the Premises in accordance with all applicable Laws. If Foundation breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Foundation results in contamination of the Premises or of properties located in the proximity of the Premises, then Foundation shall indemnify, defend and hold Commission harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Commission by Foundation includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises or the adjacent properties. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises and/or the adjacent properties caused or permitted by Foundation results in any contamination of the Premises and/or the adjacent properties, Foundation, at Foundation's expense, shall promptly take all actions as are necessary to return the Premises and/or the adjacent properties to the condition existing prior to the introduction of any such Hazardous Material to the Premises and/or the adjacent properties.

19. Foundation's Insurance.

(a) Required Insurance. Foundation shall, at its own cost and expense, carry (or cause to be carried by concessionaires and licensees) with companies reasonably acceptable to Commission the following insurance in respect of the SoccerPlex and the SoccerPlex Improvements:

(1) Commercial general liability insurance written on an occurrence basis with respect to the SoccerPlex and the business operated by Foundation and any subtenants, concessionaires, or licensees of Foundation in the SoccerPlex with minimum combined single limits of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate. Such liability insurance shall, in addition, extend, through contractual liability insurance, to any liability of Foundation arising out of the indemnities provided in this Lease. Such liability insurance shall also include broad form endorsement coverage, including personal injury/advertising injury coverage. From time to time, but no more frequently

than once every five (5) years, the minimum amount of liability insurance required hereunder may be increased to such amounts as are commonly insured for in the case of premises similarly situated.

(2) Automobile liability coverage for all claims of bodily injury and/or property damage arising out of the use of any owned, non-owned or hired vehicles by Foundation in the Park, with a minimum combined single limit of Two Million Dollars (\$2,000,000.00).

(3) With respect to the SoccerPlex Improvements, insurance against loss or damage by fire and other risks covered by all-risk ("special" form) extended coverage casualty and property damage insurance (including demolition coverage) in an amount not less than one hundred percent (100%) of the full insurable replacement value of such SoccerPlex Improvements (exclusive of cost of excavation, foundation, and footings below the ground floor), without reduction for depreciation, and in amounts sufficient to prevent Foundation from becoming a co-insurer under such policies of insurance.

(4) With respect to the Foundation's personal property located within the Park Maintenance Facility, insurance against loss or damage by fire and other risks covered by all-risk ("special" form) extended coverage casualty and property damage insurance in an amount not less than one hundred percent (100%) of the full insurable replacement value of such personal property, without reduction for depreciation, and in amounts sufficient to prevent Foundation from becoming a co-insurer under such policies of insurance.

(5) During any period in which substantial construction activities are being performed in connection with the SoccerPlex Improvements, builder's all-risk insurance for the protection and benefit of Commission and Foundation in an amount equal to the full replacement cost of the SoccerPlex Improvements.

(6) To the extent required by law, Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits.

(7) Such other insurance against other insurable hazards as are from time to time commonly insured against in the case of premises similarly situated.

(b) Policy Requirements. With respect to all insurance required to be maintained hereunder by Foundation:

(1) Each such policy shall be from an insurance company licensed to do business in the state where the SoccerPlex is located and which has a rating of A or better from Best Company or BBB from Standard and Poors;

(2) Each liability policy (except any Worker's Compensation policy) shall include Commission as an additional insured, and shall be endorsed to state that such policy is to be considered as primary coverage for the additional insured

and not be contributing with or in excess of any other similar coverage available to such additional insured;

(3) Each policy shall contain only reasonable deductible amounts;

(4) A certificate of each liability insurance policy and evidence of each property insurance policy, together with evidence of payment of premiums, shall be deposited with Commission at the commencement of the Lease Term, and renewal certificates or evidence of renewal policies shall be delivered to Commission at least thirty (30) days prior to the expiration date of any policy.

(5) Foundation shall, at Foundation's sole cost and expense, observe and comply with all policies of insurance in force with respect to the SoccerPlex;

(6) Each insurance policy shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be materially changed, amended, canceled for any cause or not renewed without at least thirty (30) days' prior written notice from the insurer to Commission; and

(7) Each insurance policy shall, to the extent obtainable, contain provisions that no act or negligence of Foundation or any concessionaire, licensee or occupant of the SoccerPlex, or its or their contractors or subcontractors or their agents or employees, which might otherwise result in a forfeiture of such insurance or any part thereof, shall in any way affect the validity or enforceability of such insurance insofar as Commission is concerned.

(8) Foundation shall not, without Commission's prior written consent, which consent may be granted or withheld in Commission's sole discretion, self-insure any of the coverages required under this Section 19.

(c) Commission's Right to Procure. If Foundation shall fail to maintain any such insurance required hereunder, or if Foundation shall fail to deliver a renewal certificate or copy of a renewal policy to Commission by the fifteenth (15th) day prior to the expiration date of any policy, Commission may, at Commission's election, after five (5) days' written notice to Foundation, procure the same, and the premium cost shall be Additional Rent, immediately due and payable, it being hereby expressly covenanted and agreed that payment by Commission of any such premium shall not be deemed to waive or release the obligation of Foundation to make payment thereof or any of Commission's other rights hereunder.

20. Commission's Insurance.

(a) Property Insurance. Commission shall, at its own cost and expense, carry the following insurance against loss or damage by fire and other risks covered by all-risk ("special" form) extended coverage casualty and property damage insurance (including demolition coverage) in an amount not less than one hundred percent (100%) of the full insurable replacement value of the Park Maintenance Facility (exclusive of cost of excavation, foundation, and footings below the ground floor), without reduction for depreciation, and in

amounts sufficient to prevent Commission from becoming a co-insurer under such policy of insurance.

(b) Self Insurance. Except as provided in Section 20(a), Commission may provide self-insurance for its obligations under this Lease, provided that Commission provides Foundation with a copy of Commission's self insurance agreement. Such self insurance agreement shall be attached hereto as Exhibit M.

21. Indemnity.

(a) By Foundation. Except when caused by the negligence, willful misconduct or other wrongful conduct of Commission, its agents, employees or contractors, and to the extent of insurance available to Foundation, Foundation shall indemnify and save Commission harmless against and from, and shall reimburse Commission for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including but not limited to reasonable attorneys' fees, which may be imposed upon or incurred or paid by or asserted against Commission or Commission's fee interest in the SoccerPlex by reason of or in connection with any of the following:

(1) any occurrence on any part of the SoccerPlex, except (i) the trails thereon, and (ii) when opened for use by the general public at Commission's request, the Parking Areas and Comfort Stations thereon;

(2) any breach or default in the performance of any of Foundation's obligations under this Lease;

(3) any other acts or omissions of Foundation, its agents or employees;
or

(4) any claim by a concessionaire, licensee, invitee, member of Foundation for any occurrence on any part of the SoccerPlex.

In case any action or proceeding is brought against Commission by reason of any claims described in this Section 21(a), Foundation, if Commission gives Foundation reasonable notice thereof, shall, at Foundation's expense, defend such action or proceeding. Foundation's obligations under this Section 21(a) shall survive the expiration or termination of the Lease Term.

(b) By Commission. Except when caused by the negligence, willful misconduct or other wrongful conduct of Foundation, its agents, employees or contractors, and to the extent of its statutory liability, Commission shall indemnify and save Foundation harmless against and from, and shall reimburse Foundation for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including but not limited to reasonable attorneys' fees, which may be imposed upon or incurred or paid by or asserted against Foundation by reason of or in connection with any of the following:

(1) any occurrence on the trails in the SoccerPlex, on the roads in the Park, or on any other non-SoccerPlex area of the Park, or the Parking Areas or

Comfort Stations in the SoccerPlex when such Parking Areas or Comfort Stations are opened for use by the general public at Commission's request;

(2) any breach or default in the performance of any of Commission's obligations under this Lease; or

(3) any other acts or omissions of Commission, its agents or employees.

In case any action or proceeding is brought against Foundation by reason of any claims described in this Section 21(b), Commission, if Foundation gives Commission reasonable notice thereof, shall, at Commission's expense, defend such action or proceeding. Commission's obligations under this Section 21(b) shall survive the expiration or termination of the Lease Term.

22. Condemnation/Casualty.

(a) Condemnation.

(1) In the event of a Minor Taking, this Lease shall terminate as to that portion of the Premises taken as of the date when title vests in the condemning authority. Commission shall be obligated to diligently commence and expeditiously pursue restoration of the Park Infrastructure Improvements in the remaining portion of the Premises, and Foundation shall be obligated to diligently commence and expeditiously pursue restoration of the SoccerPlex Improvements in the remaining portion of the Premises. Subject to Section 24(a)(2), Foundation shall be entitled to claim, prove and receive a portion of the condemnation award for the SoccerPlex equal to the replacement value of the SoccerPlex Improvements taken plus the remaining value of the Foundation's leasehold interest in the Soccer Fields taken. Subject to Section 24(a)(2), the remaining condemnation award for the value of the SoccerPlex shall be paid to Commission. The parties shall request that the condemning authority specify what portion of the condemnation award is for the SoccerPlex Improvements and what portion is for the Foundation's leasehold interest in the Soccer Fields.

(2) In the event of a Temporary Taking, this Lease shall remain in full force and effect for the duration of such temporary taking. There shall be no adjustment to the Base Annual Rent. Subject to Section 24(a)(2), the full amount of the condemnation award for the Temporary Taking shall belong to Foundation.

(3) In the event of a "Major Taking," Foundation, by written notice to Commission, may terminate this Lease on the date when title vests in such condemning authority, in which event the Base Annual Rent shall be prorated between Commission and Foundation as of such termination date. Subject to Section 24(a)(2), Foundation shall be entitled to claim, prove and receive a portion of the condemnation award for the SoccerPlex equal to the remaining value of all of the SoccerPlex Improvements plus the replacement value of Foundation's leasehold interest in the Soccer Fields (whether or not taken or condemned in

such Major Taking), and the remaining condemnation award for the value of the SoccerPlex shall be paid to Commission. The parties shall request that the condemning authority specify what portion of the condemnation award is for the SoccerPlex Improvements and what portion is for the Foundation's leasehold interest in the Soccer Fields.

(b) Casualty.

(1) In the event that the Improvements, or any portion thereof, are damaged or destroyed by fire or other casualty ("Casualty"), Foundation shall be obligated to restore the SoccerPlex Improvements, and Commission shall be obligated to restore the Park Infrastructure Improvements, to substantially the same condition as existed prior to such damage or destruction; provided that if the Casualty occurs with fewer than five (5) Lease Years remaining in the Lease Term, and causes damage to the SoccerPlex Improvements that would cost more than seventy-five percent of the original cost of construction to repair, Foundation shall have the right to terminate this Lease by giving Commission written notice within thirty (30) days of the Casualty, in which event the provisions of Sections 22(b)(3) and 22(b)(4) shall govern.

(2) If Foundation is obligated to restore the SoccerPlex Improvements, Foundation shall continue to pay Rent during such period and shall be obligated, at its sole cost and expense, to diligently commence and expeditiously pursue the repair of such damage so as to restore the SoccerPlex Improvements to substantially the same condition as existed prior to such damage or destruction. In such event, Commission, at its sole cost and expense, shall diligently commence and expeditiously pursue the repair of the damage to the Park Infrastructure Improvements so as to restore the Park Infrastructure Improvements to substantially the same condition as existed prior to such damage or destruction.

(3) If Foundation elects to terminate this Lease, in accordance with Section 22(b)(1), and if Commission so requests, Foundation shall demolish and remove the SoccerPlex Improvements from the Premises, and place the Premises from which such SoccerPlex Improvements were removed in a safe and sanitary condition, within one hundred twenty (120) days after the effective termination date; provided, however, that Foundation shall not be required to expend for such demolition, removal and restoration any amount in excess of any proceeds of casualty and builder's risk insurance policies received by Foundation with respect to the Casualty. Upon completion of such removal, or if removal is not required, Commission shall be entitled to all of the proceeds of any casualty and builder's risk insurance policies which have not been applied by Foundation to the cost of any such required demolition, removal and restoration. Foundation's obligations under this Section 22(b)(3) shall survive termination of this Lease.

(4) If Foundation terminates this Lease under Section 22(b)(1), Foundation's obligation to pay Base Annual Rent due hereunder shall cease as of the date of such damage or destruction.

(c) The provisions of this Section 22 regarding the application of any condemnation awards or insurance proceeds payable to Foundation are subject to the provisions of Section 24(a)(2).

23. Assignment, Subletting and Change of Corporate Structure.

(a) Assignment by Commission. With the exception of an assignment to the United States, the State of Maryland or Montgomery County, Maryland, Commission shall not assign this Lease or Commission's reversion hereunder, without the prior written consent of Foundation, which consent shall not be unreasonably withheld. In the event of the transfer and assignment by Commission of its interest in this Lease, Commission shall be released from any responsibility for obligations hereunder accruing after the date of the assignment, and Foundation agrees to look solely to such successor in interest of the Commission for performance of such obligations. The term "Commission" as used in this Lease shall mean the owner of the Premises at the time in question. In the event of a transfer (whether voluntary or involuntary) by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Lease thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership.

(b) Assignment by Foundation. Except as permitted by Section 24, Foundation shall have no right to transfer or assign this Lease, in whole or in part, or sublet all or any part of the Premises, by operation of law or otherwise, without the prior written consent of Commission, which consent may be withheld in the sole and absolute subjective discretion of Commission. Any transfer, assignment or subletting consented to by Commission shall be at all times subject to this Lease and the prior right, title, and interest of Commission in and to the Premises. In the event of an assignment of this Lease by Foundation, Foundation shall be released from any responsibility for obligations hereunder accruing after the date of the assignment, and Commission agrees to look solely to such successor in interest of the Foundation for performance of such obligations. Upon any assignment or transfer of Foundation's interests under this Lease pursuant to realization by a Leasehold Mortgagee on any Leasehold Mortgage (whether by foreclosure or deed-in-lieu thereof), the Commission shall, upon request by the assignee or transferee, execute a new lease, effective as of the date of termination, with such assignee or transferee ("New Lease") for the remainder of the then effective term of this Lease, at the Rent and Additional Rent, and upon the same terms, covenants and conditions set forth in this Lease and applicable to the remainder of the then effective term of this Lease (including all options to renew but excluding requirements which are not applicable or which have already been fulfilled) of this Lease, provided:

(1) Such Leasehold Mortgagee shall make written request upon Commission for such New Lease within sixty (60) days after the date such Leasehold Mortgagee receives Commission's notice of termination of this Lease.

(2) Such Leasehold Mortgagee or its designee shall pay or cause to be paid to Commission, at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all

reasonable expenses, including reasonable attorney's fees, which Commission shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Commission from Foundation or other party in interest under Foundation.

(3) Such Leasehold Mortgagee or its designee shall agree to remedy any of Foundation's defaults of which said Leasehold Mortgagee was notified by Commission's notice of termination and which are reasonably susceptible of being so cured by Leasehold Mortgagee or its designee.

(4) The tenant under any such New Lease shall be liable to perform the obligations imposed on the tenant by such New Lease only during the period such person has ownership of such leasehold estate.

(5) The New Lease is otherwise acceptable to Commission, it being understood and agreed that Commission shall not have the right to seek or include in such New Lease any term, condition or qualification which is inconsistent with any of the foregoing provisions of this Section.

(6) If more than one Leasehold Mortgagee shall request a New Lease pursuant to this Lease, Commission shall enter into such New Lease with the Leasehold Mortgagee whose mortgage is prior in lien, or with the designee of such Leasehold Mortgagee. Commission, without liability to Foundation or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued, without expense to Commission, by a responsible title insurance company doing business within the state in which the Premises is located as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such New Lease.

(c) Licenses or Concessions. Foundation shall have the right to grant licenses and concessions for retail, food and beverage and other Permitted Uses allowed under this Lease within the Premises. Such licenses or concessions may be granted for the Premises, without the necessity of obtaining the consent or permission of Commission, subject to permitting as may be required by any Laws. Such licensees or concessionaires may distribute their products anywhere within the Premises. Any license or concession shall be at all times subject to this Lease and to the prior right, title, and interest of Commission in and to the Premises. Licenses and concessions entered into by Foundation shall provide that the licensee or concessionaire agrees to recognize Commission as the landlord of the Premises. Foundation hereby assigns to Commission the fees or any other amounts due from any licensee or concessionaire and hereby authorizes each licensee and concessionaire to pay said fees and other amounts directly to Commission, at Commission's option, in the case of an Event of Default by Foundation under the terms of this Lease; provided, however, that Commission's right to receive such fees and other amounts shall be subject to the rights of any Leasehold Mortgagee to receive the same. Nothing contained in this Lease or any license, concession or other agreement shall require or obligate Commission to cure any abrogation of any obligation of Foundation under any license or concession. If this Lease is terminated, for any reason, prior to the expiration of the Lease Term, Landlord shall permit all licensees and concessionaires to remain on the Premises for the

remaining terms of their respective license or concession agreements, and such agreements shall become direct agreements between Commission and such licensees and concessionaires.

(d) Foundation 501(c)(3) Status. Foundation agrees to maintain its Section 501(c)(3) status throughout the Lease Term; provided, however, that the foregoing requirement shall not apply to any Leasehold Mortgagee (or any entity owned or controlled by any Leasehold Mortgagee) that succeeds to the interest of Foundation under this Lease (whether by foreclosure or deed-in-lieu thereof).

(e) Foundation Board. During the Lease Term, Foundation agrees to confer membership on its governing board by providing one voting seat to a member, which member will be nominated by the Montgomery County Planning Board and reasonably approved by the Foundation. Such board member shall be subject to the rules, responsibilities and obligations of the governing board and the Foundation.

(f) Dissolution of Foundation. If Foundation is dissolved, any funds and assets then in Foundation's possession after payment of all debts and satisfaction of all obligations due and payable with respect to Foundation's obligations as, and in the order set forth, in Section 14 of this Lease shall be distributed to the Montgomery County Parks Foundation, Inc. (provided that it has Section 501(c)(3) status), with the stipulation that such funds and assets be used to promote and facilitate soccer. If the Montgomery County Parks Foundation, Inc. does not have Section 501(c)(3) status, then such funds and assets shall be distributed to an organization, designated by Commission, with Section 501(c)(3) status, which promotes soccer, or if no such organization can be found, then to an organization with Section 501(c)(3) status, which promotes recreational sports.

24. Mortgage of Foundation's Interest in Indoor Multi-Purpose Facility.

(a) Foundation's Right to Mortgage. Foundation shall have the right at any time and from time to time to assign, mortgage, pledge and otherwise encumber Foundation's interest in the Premises (which shall include, without limitation, the right to receive, any and all pledges, fees, revenue, income, rents and other proceeds related thereto) to an Institutional Lender as security for a loan in connection with the Premises or to refinance such a loan, provided that any such Leasehold Mortgage complies with the requirements of Section 23(b) and this Section 24. Any Leasehold Mortgage shall include a provision to the effect that an Event of Default under this Lease shall constitute grounds for an Event of Default under the Leasehold Mortgage. Any Leasehold Mortgage shall affect and encumber only the right, title and interest of Foundation in and to the leasehold estate under this Lease (which shall include, without limitation, the right to receive any and all pledges, fees, revenues, income, rents and other proceeds related thereto). No Leasehold Mortgage or any extension, modification or amendment thereof made by Foundation shall be a lien or encumbrance upon the estate or interest of Commission in the Premises or any part thereof. Any Leasehold Mortgage shall contain and/or otherwise be subject to the following provisions:

(1) That the Leasehold Mortgage is executed upon the condition that no purchaser at any foreclosure sale (or purchaser by deed-in-lieu of foreclosure) or purchaser from such purchaser shall acquire any right, title or interest in or to

the Lease, unless the purchaser, or the person or entity to whom or to which such purchaser's right has been assigned, (i) has been approved by Commission, provided, however, that Commission's approval shall not be required in the event that the purchaser at any foreclosure sale (or purchaser by deed-in-lieu of foreclosure), or purchaser from such purchaser, or the person or entity to whom or to which such purchaser's right has been assigned is the Leasehold Mortgagee or an entity owned or controlled by the Leasehold Mortgagee, and (ii) in the instrument transferring to such purchaser or to such assignee the interest of Foundation under this Lease, shall unconditionally assume and agree to perform all of the terms, covenants and conditions of this Lease to be observed or performed on the part of the Tenant with respect to the Premises, that no further or additional mortgage or assignment of the leasehold interest in the Premises shall be made except in accordance with the provisions contained in this Lease, and that a duplicate original of said instrument containing such assumption agreement, duly executed and acknowledged by such purchaser or such assignee and in recordable form, is delivered to Commission under this Lease immediately after the consummation of such sale, or, in any event, prior to taking possession of the Premises.

(2) The proceeds of any insurance policy required to be maintained by Foundation pursuant to this Lease and the proceeds of any condemnation award granted to Foundation at any time, except with respect to a casualty or taking which occurs within the final two (2) years of the Lease Term, shall be applied, at the option of Commission, to the Leasehold Mortgage-Secured Debt or to the restoration of the SoccerPlex Improvements. The proceeds of any insurance policy and the proceeds of any condemnation award granted to Foundation with respect to a casualty or taking which occurs within the final two (2) years of the Lease Term shall be applied first to the Leasehold Mortgage-Secured Debt, and the remainder, if any, to the restoration of the SoccerPlex Improvements. The application of any insurance proceeds or condemnation award to the Leasehold Mortgage -Secured Debt shall not relieve Foundation of any obligation it may have under this Lease with respect to the restoration of the SoccerPlex Improvements. In furtherance of the foregoing obligation to restore, Foundation shall employ its best efforts to obtain replacement financing in the event net available insurance proceeds or condemnation awards are insufficient for any reason to repair or rebuild; subject, however, to the provisions of Section 22(b)(1).

(3) That the Leasehold Mortgage and all rights of the Leasehold Mortgagee thereunder are, without the necessity for the execution of any further documents, subject and subordinate to the rights of Commission under this Lease; as this Lease may have been previously modified, amended or renewed, or may thereafter be modified, amended or renewed with the consent of the Leasehold Mortgagee.

Clauses shall be added to any and all insurance policies required to be carried hereunder by Foundation or any successor-in-interest to Commission, which clauses shall provide that the

Leasehold Mortgagee will be named as an additional insured with respect to liability insurance and as a mortgagee with respect to property, builder's risk and similar insurance provided that the insurance proceeds are to be applied in the manner specified in this Lease.

(b) Second Mortgage. Notwithstanding anything to the contrary herein, Foundation shall not grant a second priority Leasehold Mortgage, unless (i) such second priority Leasehold Mortgage secures a loan to finance the cost of construction of Capital Improvements or performance of Capital Repairs, (ii) such second priority Leasehold Mortgage is granted to the holder of the first priority Leasehold Mortgage, and (iii) the Executive Director of the Commission consents to such second priority Leasehold Mortgage, which consent may be granted or withheld in her sole discretion. Promptly after granting any Leasehold Mortgage, Foundation shall provide Commission with an original of each instrument (including such core instruments as loan documents, financing statements and amendments thereto, but excluding documents such as correspondence) creating, effecting and/or executed in connection with such Leasehold Mortgage, certified by the Leasehold Mortgagee to be a true and correct copy of such instrument, and a notice containing the name and address of the Leasehold Mortgagee.

(c) Leasehold Mortgagee Right to Notice and Cure. Any Leasehold Mortgagee with respect to which Commission has received a written notice specifying the name and address of such Leasehold Mortgagee, shall be given (by personal delivery or by certified mail, return receipt requested) by Commission a copy of each notice of default by Foundation or other notice or demand to or upon Foundation, at the same time as and whenever such notice of default or other notice or demand shall thereafter be given by Commission to Foundation, addressed to such Leasehold Mortgagee at the address last furnished to Commission. No notice of a default by Foundation or demand upon Foundation shall be deemed to have been given by Commission to Foundation unless and until a copy thereof shall have been given to each Leasehold Mortgagee with respect to which Commission has been notified. Commission will accept within the periods of time set forth in Section 25(c), performance by any such Leasehold Mortgagee of any covenant, condition or agreement on Foundation's part to be performed hereunder with the same force and effect as though performed by Foundation, and any Leasehold Mortgagee which performs any covenant, condition or agreement shall be subrogated to any and all rights of Foundation with respect thereto. Nothing contained in this Lease shall obligate any Leasehold Mortgagee to cure any default of Foundation under this Lease or constitute an assumption by any Leasehold Mortgagee of the obligations of Foundation under this Lease. Notwithstanding anything contained in this Lease to the contrary, in the case of any Event of Default described in Section 25 that cannot reasonably be cured by the Leasehold Mortgagee without first obtaining possession and control of the Premises, then the applicable cure period set forth in Section 25(b) shall be extended by such amount of time as is reasonable to permit the Leasehold Mortgagee to obtain possession and control of the Premises and thereafter cure such Event of Default so long as the Leasehold Mortgagee commences efforts to obtain possession and control of the Premises within such applicable cure period and thereafter diligently pursues such efforts to completion and, after obtaining such possession and control, cures the applicable Event of Default within forty-five (45) days.

(d) Commission Right to Notice and Cure of Leasehold Mortgage Default. Any Leasehold Mortgage shall require that Commission be given (by personal delivery or by certified mail, return receipt requested, addressed to Commission at the address set forth herein

or to such other address as may have been furnished by Commission to such Leasehold Mortgagee) by the Leasehold Mortgagee a copy of each notice of default by Foundation under the Leasehold Mortgage, at the same time as and whenever such notice of default be given by the Leasehold Mortgagee to Foundation. If a notice of default by Foundation is not provided by a Leasehold Mortgagee to Commission as provided above, such Leasehold Mortgagee shall be prohibited from foreclosing upon or otherwise exercising its rights and remedies against the Premises until such notice of default is provided by such Leasehold Mortgagee to Commission as provided above. Each Leasehold Mortgage shall require the Leasehold Mortgagee to accept within the time periods set forth in the Leasehold Mortgage for the benefit of Foundation performance by Commission of any covenant, condition or agreement on Foundation's part to be performed under the Leasehold Mortgage with the same force and effect as though performed by Foundation, and if Commission performs any such covenant, condition or agreement, it shall be subrogated to any and all rights of Foundation with respect thereto; provided, however, that no such subrogation shall result in a merger of the respective estates of Foundation and Commission unless the Leasehold Mortgage - Secured Debt has been paid in full and the Leasehold Mortgage has been released of record. Nothing contained in this Lease shall obligate Commission to cure any default of Foundation under any Leasehold Mortgage, or constitute an assumption by Commission of the obligations of Foundation under any Leasehold Mortgage.

(e) Commission Right to Cure After Second Notice. Any Leasehold Mortgage shall require that if Foundation fails to cure any default under such Leasehold Mortgage within the time limits set forth therein, the Leasehold Mortgagee shall give written notice of such failure (an "Uncured Default Notice") to Commission (by personal delivery or by certified mail, return receipt requested, addressed to Commission at the address set forth herein or to such other address as may have been furnished by Commission to such Leasehold Mortgagee). If Commission receives an Uncured Default Notice, Commission shall have the right to cure any default described in that notice, by doing the following:

(1) In the case of a monetary default,

(i) within thirty (30) days after receipt of such Uncured Default Notice, giving written notice to the Leasehold Mortgagee and Foundation of Commission's intent to cure such default (an "Intent to Cure Notice"), and

(ii) as soon as reasonably practicable, and in all events within sixty (60) days after delivering the Intent to Cure Notice, paying all amounts past-due under such Leasehold Mortgage, including penalties, it being agreed that Commission shall diligently pursue funding to pay such amounts commencing promptly after it delivers the Intent to Cure Notice.

(2) In the case of a nonmonetary default,

(i) within thirty (30) days after receipt of such Uncured Default Notice, giving an Intent to Cure Notice to the Leasehold Mortgagee and Foundation, and

(ii) if the default is capable of being cured without possession of the Premises, curing such default within thirty (30) days after delivering the Intent to Cure Notice, or

(3) if the default is not capable of being cured without possession of the Premises, curing such default within one hundred twenty (120) days after delivering the Intent to Cure Notice; provided, however, that if Commission, by due diligence, cannot recover possession of the Premises and cure such default within such one hundred twenty (120) day period, then such one hundred twenty (120) days period shall be extended for such amount of time as is reasonably required for Commission to recover possession of the Premises and process such cure to completion; provided that (A) Commission shall commence proceedings to recover possession of the Premises promptly after delivery of the Intent to Cure Notice and continuously process the same to completion, and upon recovering possession of the Premises, shall diligently commence the curing of such default and continuously process the same to completion, (B) Commission shall cause all monetary defaults to be cured pursuant to Section 24(e)(1) and thereafter continue to cause payments to be made with respect to the Leasehold Mortgage - Secured Debt such that no additional monetary defaults shall occur during the cure period provided in this Section 24(e)(2)(iii), and (C) in any event, Commission shall cause the default to be cured within 180 days after delivering the Intent to Cure Notice.

Any Leasehold Mortgage shall provide that if Commission cures all defaults described in an Uncured Default Notice, the Leasehold Mortgagee shall be obligated to permit Commission to assume the obligations of Foundation under such Leasehold Mortgage. Commission agrees to execute any documents reasonably requested by any Leasehold Mortgagee to confirm Commission's rights and/or obligations under this Section 24(e).

(f) Leasehold Mortgagee as Holder of Foundation's Interest. If, after Commission elects to cure any default by Foundation, as and when provided above, Commission fails to cure such a default, or if the cure periods set forth in the Lease expire without cure by either Foundation or Commission, the Leasehold Mortgagee (or any entity owned and/or controlled by the Leasehold Mortgagee) shall, in addition to all other rights and remedies afforded to the Leasehold Mortgagee pursuant to the Leasehold Mortgage or otherwise, have the right to become the legal owner and holder of Foundation's leasehold interest in the Premises upon foreclosure of its Mortgage, or as a result an assignment in lieu of foreclosure, whereupon (but in no event before becoming such legal owner or holder) such Leasehold Mortgagee (or any entity owned and/or controlled by the Leasehold Mortgagee) shall immediately become and remain liable for Foundation's obligations with respect to the Premises under this Lease, so long as (but no longer than) such Leasehold Mortgagee (or any entity owned and/or controlled by the Leasehold Mortgagee) remains the legal owner or holder of Foundation's leasehold interest in the Premises.

(g) Certain Restrictions During Leasehold Mortgage. So long as any Leasehold Mortgage is in existence, and no default exists hereunder which has not been cured (by Foundation or any Leasehold Mortgagee) within the period of time provided herein,

Commission shall not accept a surrender of the all or any portion of the Premises or a termination or modification of this Lease, prior to the expiration of this Lease, without the prior written consent of all Leasehold Mortgagees (of whom Commission has received prior written notice). Any right or remedy which permits Foundation to terminate this Lease shall be conditioned on the written consent to such termination by all Leasehold Mortgagees.

(h) Lease Modifications for Financing. In the event any Leasehold Mortgagee requires, as a condition of providing financing, that modifications to this Lease be obtained, and provided that such modifications do not, in Commission's sole judgment, unreasonably increase Commission's obligations or reduce Commission's rights under this Lease, then Foundation shall submit to Commission a written request for amendment to this Lease stating such required modifications, and Commission may execute such amendment and deliver the same to Foundation.

(i) Notice of Mortgages. Foundation shall give Commission notice of any recorded mortgages or liens upon Foundation's leasehold interest in the Premises in connection with the financing of the SoccerPlex.

(j) Refinancing. Any refinancing loan secured by a Leasehold Mortgage in the Premises, which loan will increase the principal amount of the Leasehold Mortgage - Secured Debt by more than the amount of reasonable transaction costs incurred in connection with such a refinancing, shall require the prior written consent of Commission, which consent may be withheld in the sole and absolute subjective discretion of Commission. Any refinancing loan secured by a Leasehold Mortgage in the Premises which will not increase the principal amount of the Leasehold Mortgage - Secured Debt by more than the amount of reasonable transactions costs incurred in connection with such a refinancing, shall require the prior written consent of Commission which consent shall not be unreasonably withheld, delayed or conditioned and which consent shall be deemed given unless written notice to the contrary is received by Foundation within ten (10) Business Days of Commission's receipt of written notification from Foundation of Foundation's intent to refinance, which notification will be accompanied by a complete set of substantially final loan documents.

25. Default by Foundation.

(a) Events of Default. Any one or more of the following events shall constitute an "Event of Default" hereunder if, after the notice and cure periods described in clause (b) below, such events remain uncured:

(1) If default shall be made in the due and punctual payment of any Base Annual Rent or Additional Rent payable under this Lease when and as the same shall become due and payable; or

(2) If Foundation is adjudicated a bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy is appointed for Foundation's property and such appointment is not vacated within one hundred twenty (120) days thereafter; or

(3) [Intentionally omitted.]; or

(4) If default shall be made by Foundation in the performance of, or in compliance with, any of the terms, covenants, or conditions of any of the following sections of this Lease: Section 14, Use of Proceeds from Operation of SoccerPlex (which shall be subject to the availability of funds), Section 15, Foundation Reporting to the Commission, Section 23, Assignment, Subletting and Change of Corporate Structure, or Section 24, Mortgage of Foundation's Interest in Indoor Multi-Purpose Facility; or

(5) If there is a finding of the Commission, by action of the Montgomery County Planning Board, that the Foundation is failing to meet the minimum criteria for Guidelines and Criteria for Permitting SoccerPlex Fields as required by the Commission in Section 6(a)(ii-vi) herein; or

(6) If material default shall be made by Foundation in the performance of, or in compliance with, any of the other terms, covenants, or conditions contained in this Lease.

(b) Notice of Default. Upon the occurrence of one of the events described in clause (a) above, Commission shall serve a "Notice of Default" upon Foundation, which Notice of Default shall provide (i) in the case of an event described in Section 25(a)(1) or (2), that Foundation shall cure such event within thirty (30) days from the date of such Notice of Default, and (ii) in the case of an event described in Section 25(a)(4), (5) or (6), that Foundation shall cure such event within ninety (90) days from the date of such Notice of Default; provided, however that (a) during such cure period, the Foundation shall, at the request of the Commission, participate in a mediation process to assist in determining a cure that is acceptable to both the Foundation and the Commission, and (b) if any such event (other than the payment of money) of such nature that it cannot, by due diligence, be cured within such ninety (90) day period, provided Foundation shall diligently commence the curing of such event within such ninety (90) day period and continuously process the same to completion, or the Foundation and the Commission are engaged in active mediation as set forth above, until such time as the Commission determines that such mediation is no longer effective, the time period shall be extended for such amount of time as is reasonably permitted by Commission for Foundation to process the same to completion and during such period, Commission may not serve Notice of Termination or exercise any other remedy for such event.

(c) Curing of Default.

(1) Foundation and any Leasehold Mortgagee shall be entitled to the period of time set forth in Section 25(b) to cure any event specified in Section 25(a). Notwithstanding anything contained in this Lease to the contrary and with respect to events under the Lease which cannot be cured by the Leasehold Mortgagee (e.g., bankruptcy of Foundation), Commission shall not terminate the Lease or exercise its other remedies so long as the Leasehold Mortgagee cures all events that are reasonably susceptible to being cured within the applicable notice and cure periods provided therefor.

(2) [Intentionally deleted]

(d) Commission's Remedies Other than Termination. In the event that (1) one of the events specified in Section 25(a) occurs, (2) Commission serves upon Foundation a Notice of Default, and (3) within the pertinent time period described in Section 25(b) or (c), Foundation fails to cure the specified event, then (1) Commission may (but shall not be obligated to) make such payment or do such act as may be reasonably necessary to cure such event, and charge the amount of the expense thereof to Foundation, which amount shall be due and payable by Foundation, as Additional Rent, upon demand, or (2) Commission may, without terminating this Lease, bring an action in a court of law for injunctive relief and/or monetary damages suffered as a result of such event.

(e) Termination. In the event that (1) one of the events specified in Section 25(a) occurs, (2) Commission serves upon Foundation a Notice of Default, and (3) within the pertinent time period described in Section 25(b) or (c), Foundation fails to cure the specified event, then Commission may serve a "Notice of Termination", terminating this Lease as of a date specified therein, upon Foundation, whereupon the Term of this Lease shall expire and terminate with the same force and effect as though the date so specified was the date herein originally fixed as the Lease expiration date, and Commission shall have the remedies with respect to the Premises set forth in Section 25(g) and the obligations of Foundation shall be as set forth in Section 25(f). Notwithstanding anything contained in this Lease to the contrary, Commission agrees not to terminate, or permit the termination of, this Lease without first providing the Leasehold Mortgagee (or any entity owned or controlled by the Leasehold Mortgagee and designated by the Leasehold Mortgagee for such purpose and pursuant to the terms of this Lease) an opportunity to enter into a New Lease in accordance with Section 23(b) herein.

(f) Foundation's Obligations with Respect to Premises. Upon the termination of this Lease as described in Section 25(e), Foundation shall quit and peaceably surrender the Premises within fifteen (15) days after such termination, without any payment by Commission and without further notice, any notice to quit, notice of intention to re-enter or any other notices and any institution of legal proceedings being hereby waived.

(g) Commission's Remedies with Respect to Premises. Commission shall have the right and option upon an one of the events specified in Section 25(a) and Notice of Termination (as provided in Section 25(e) above) to re-enter the Premises, expel Foundation and anyone claiming through it, and remove any property therefrom, by process of law, without being chargeable in any manner with trespass and without prejudice to any remedies for arrears of rent or breach of covenant. Notwithstanding such re-entry, Foundation shall remain liable for any accrued rent or damage caused to Commission prior thereto, and Foundation shall further be liable, as liquidated damages for breach of covenant, to pay Commission the amount of Base Annual Rent for the unexpired period of this Lease, at times specified herein for payment, plus court costs and reasonable attorneys' fees, if any, less such amounts as Commission receives from others to whom the Premises, or any part thereof, may, from time to time, be rented. Commission shall have no obligation to mitigate its damages.

26. Default by Commission.

(a) Commission Default. If Commission fails to perform, or comply with, any of the other terms, covenants, or conditions contained in this Lease, and Commission shall fail to cure such situation within ninety (90) days after receipt of written notice thereof from Foundation (or if such failure is of such nature that it cannot, by due diligence, be cured within the such ninety (90) day period, then such longer period of time as is reasonably required for Commission to process the cure to completion, provided Commission shall diligently commence the curing of such failure within such ninety (90) day period and continuously process the same to completion), then such event shall constitute a "Commission Default" under this Lease.

(b) Foundation's Remedies. If a Commission Default shall occur, then (1) Foundation may (but shall not be obligated to) make such payment or do such act as may be reasonably necessary to cure such Commission Default, and charge the amount of the expense thereof to Commission, which amount shall be due and payable by Commission upon demand, or (2) Foundation may, without terminating this Lease, bring an action in a court of law for injunctive relief and/or monetary damages suffered as a result of such Commission Default.

(c) Budget Appropriations. Notwithstanding anything to the contrary in this Section 26, Commission cannot be in default in the performance of or compliance with any of the terms, conditions, covenants contained in this Lease if funds are not specifically budgeted and appropriated therefor at the time of the alleged default. Certification by the Secretary-Treasurer of the Commission that funds are not specifically budgeted and appropriated therefor shall be conclusive as to that issue. Commission shall, in accordance with its normal budgetary procedures, make timely application for, and use reasonable efforts to obtain, budget appropriations reasonably calculated to provide all funds necessary for Commission's performance of and compliance with all of the material terms, conditions and covenants contained in this Lease.

27. Estoppel Certificates. Commission and Foundation each covenant and agree to execute, acknowledge, and deliver to the other party hereto (or to any party designated by the other party hereto), within ten (10) days after any written request by the other party hereto, a statement in writing certifying:

- (a) That this Lease is in full force and effect;
- (b) Whether there have been any amendments or modifications to this Lease and, if any such amendment or modifications exist, the extent and nature thereof;
- (c) Whether there is any Event of Default under this Lease and, if such an Event of Default exists, the nature thereof;
- (d) Whether there is any Commission Default under this Lease and, if such a Commission Default exists, the nature thereof;
- (e) The date through which Base Annual Rent has been paid; and
- (f) Any other matter reasonably requested by the other party hereto.

28. **Covenant not to Compete.** Except the Indoor Multi-Purpose Facility, Commission shall not construct or operate, or permit any other party to construct or operate, in the Park any indoor facility for indoor soccer, basketball, lacrosse, in-line hockey and/or volleyball during the Lease Term. During the Lease Term, Commission shall not conduct, or permit any other party to conduct, in any indoor facility in the Park (other than the Indoor Multi-Purpose Facility) indoor soccer, basketball, lacrosse, in-line hockey and/or volleyball, without the prior written consent of Foundation, which consent may be granted or withheld in Foundation's sole discretion.

29. **Taxes and Other Impositions.** Notwithstanding any other provision of this Lease or provision of law, rule or regulation, Foundation shall pay and remit when due all taxes or other impositions of any kind levied, assessed or otherwise due and payable by, against or for the Premises subject of this Lease; provided, however, that Foundation shall have the right to contest the validity and/or amount of any such taxes.

30. **Ownership of Park.** Commission represents and warrants that it is the owner of record and the beneficial owner of the Park.

31. **Quiet Enjoyment.** Commission warrants that if and so long as Foundation shall not be in default hereunder, Foundation shall quietly hold, occupy, and enjoy the Premises and all rights relating thereto during the Lease Term, without hindrance, ejection, or interference by Commission or any party claiming by, through or under Commission, subject nevertheless to the terms and conditions of this Lease.

32. **Notices.** Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery or overnight delivery with receipt therefor, or by registered or certified mail, return receipt requested, and first-class postage prepaid, to Commission or Foundation at their respective addresses set forth in Section 1. The foregoing addresses maybe changed by any party by giving notice in accordance with this Section 32. Notices shall be deemed effective when delivered by hand or overnight delivery service, or three (3) business days after mailing. Any notice, request or other communication shall include a reference to the section of this Lease to which such notice, request or communication relates and, if any specific time period has been established herein for action, review and approval, or other response, such time period shall be stated in capital letters.

Foundation shall follow up any request to Commission for consent or approval with telephonic notice to Commission's General Counsel that such request has been delivered to Commission.

33. **Recording.** Commission agrees that if so requested by Foundation, Commission will execute in recordable form for purposes of recordation, at Foundation's expense, a short form of lease containing the names and addresses of the parties, the description of the Premises, the Term of this Lease including the Lease Commencement Date and the expiration date, a statement regarding the use of the Premises, and such other provisions as either party may reasonably require. Foundation shall be responsible for all costs, expenses, charges, and taxes in connection with the recordation of this Lease or a memorandum thereof. If such a short form of this Lease is recorded, upon the expiration or termination of this Lease, Foundation shall

execute, acknowledge, and deliver to Commission an instrument in writing releasing and quitclaiming to Commission all right, title, and interest of Foundation in and to the Premises arising from this Lease or otherwise, all without cost or expense to Commission. Foundation's obligations under this Section 33 shall survive the expiration or termination of this Lease.

34. Expiration or Termination of the Lease Term.

(a) Surrender. Subject only to those provisions set forth in Article 22, at the expiration or earlier termination of the Lease Term, all Park Infrastructure Improvements on the Premises and all SoccerPlex Improvements (whether such Improvements were constructed during the Initial Term of the Lease or any Extension Term) shall remain upon and be surrendered with the Premises and become the property of Commission without cost to Commission. Foundation shall remove all of its trade fixtures and personal property from the Premises by the expiration or termination date, and shall repair any damage to the Premises occasioned by such removal. Foundation's obligations under this Section 34(a) shall survive the expiration or termination of this Lease.

(b) Holding Over. In the event that Foundation shall not immediately surrender the Premises on the expiration or other termination of this Lease, Foundation shall, by virtue of the provisions hereof, become a tenant by the month. Such monthly tenancy shall commence with the first day after the Lease expiration date or other termination of this Lease. Foundation shall, as a monthly tenant, be subject to all of the terms, conditions, covenants, and agreements of this Lease. Foundation shall give Commission at least thirty (30) days written notice of any intention to quit the Premises, and Foundation shall be entitled to thirty (30) days written notice to quit the Premises; provided, however, that if Foundation is in default hereunder, Foundation shall not be entitled to any notice to quit, the usual thirty (30) day notice to quit being hereby expressly waived. Notwithstanding the foregoing provisions of this Section 34(b), in the event that Foundation shall hold over after the expiration or other termination of this Lease, if Commission shall desire to regain possession of the Premises promptly on the expiration or termination date, then at any time prior to Commission's acceptance of Rent from Foundation as a monthly tenant hereunder, Commission, at its option, may forthwith re-enter and take possession of the Premises by any legal process in force in the State of Maryland. In the event of any such holdover to which Commission objects, Foundation shall be liable to Commission for any and all damages incurred as a result of such holdover, and shall in addition pay to Commission the reasonable value of its use of the Premises.

35. Miscellaneous Provisions.

(a) Consents and Approvals.

(1) By Commission. Whenever consent or approval of the Commission is required under this Lease, only the Executive Director of the Commission or the Director of Parks (or a person designated by the Executive Director of the Commission or the Director of Parks to grant consents and approvals under this Lease, by written and personally signed notice to Foundation) may grant such consent or approval, unless the provision requiring such consent or approval clearly states otherwise.

(2) By Foundation. Whenever consent or approval of Foundation is required under this Lease, only the President of Foundation (or a person designated by the President of Foundation to grant consents and approvals under this Lease, by written and personally signed notice to Commission) may grant such consent or approval, unless the provision requiring such consent or approval clearly states otherwise.

(b) Consents and Approvals Not Unreasonably Withheld. Whenever consent or approval of the Commission or Foundation is required under this Lease, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless the provision requiring such consent or approval clearly states otherwise.

(c) No Broker. Commission and Foundation each represent and warrant to the other that they have not authorized any broker, agent or finder to act on their behalf, nor do they have any knowledge of any broker, agent or finder purporting to act on their behalf in connection with this transaction, and Commission and Foundation each hereby agree to indemnify, defend and hold harmless the other from and against any cost, expense, claim, liability, or damage resulting from a breach of the representation and warranty contained herein.

(d) Responsibility for Acts of Others. Foundation shall be liable for any violation of the terms and conditions of this Lease by Foundation, its assignees, licensees, concessionaires, the assignees of its assignees, or any of their respective agents, employees, contractors, licensees or invitees. Commission shall be liable for any violation of the terms and conditions of this Lease by Commission, its agents, employees, contractors or licensees.

(e) Limitation of Commission's Liability. No member, official, representative or employee of the Commission shall be personally liable to with respect to any claim arising out of or related to this Lease.

(f) Limitation of Foundation's Liability. No officer, director, shareholder, representative or employee of Foundation or member thereof shall be personally liable to with respect to any claim arising out of or related to this Lease.

(g) No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Commission and Foundation, or to create any other relationship between the parties hereto other than that of landlord and tenant.

(h) Time of the Essence. Time is of the essence with respect to any and all provisions of this Lease.

(i) Force Majeure. Neither Commission nor Foundation shall be considered in default of any of its obligations if it is delayed in the performance of such obligations by causes beyond its control, including but not restricted to, strikes, lockouts, actions of labor unions, riots, storms, floods, explosions, acts of God or of the public enemy, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of labor, equipment, facilities, materials, or supplies in the open market, failures of transportation, fires, other casualties,

epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of contractors or subcontractors due to such causes, it being the purpose and intent of this paragraph that in the event of the occurrence of any such delays, the time or times for the performance of the covenants, provisions and agreements of this Lease shall be extended for the period of the delay (including any time reasonably required to recommence performance due to such delay). The affected party shall use reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements. The settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the affected party, and the affected party shall not be required to make settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the affected party, unfavorable to the affected party. Notwithstanding the above, (i) Foundation may not rely on its own acts or omissions as grounds for delay in its performance, and (ii) Commission may not rely on its own acts or omissions as grounds for delay in its performance.

(j) Non-Discrimination. Foundation will not discriminate against any person, group or organization because of age, sex, race, creed, national origin or disability. Foundation will take action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, national origin or disability. Foundation shall comply with Commission's anti-discrimination policy with respect to any expenditure of public funds. Foundation shall comply with the spirit of Commission's anti-discrimination policy with respect to expenditures of Foundation funds.

(k) Invalidity of Particular Provisions. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(l) Gender and Number. Masculine, feminine, or neuter pronouns shall be substituted for one another, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

(m) Governing Law. This Lease shall be construed and enforced in accordance with the laws of Maryland.

(n) Headings. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Lease or in any way affect its provisions.

(o) Counterpart Copies. This Lease may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Lease.

(p) Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, executors, administrators, successors and/or assigns, provided that nothing herein shall be construed to permit a transfer or assignment expressly prohibited by the provisions of this Lease.

(q) Entire Lease. This Lease contains the final and entire agreement between the parties hereto and is intended to be an integration of all prior negotiations and understandings. Commission, Foundation and their respective representatives and agents shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein, unless contained in a modification which meets the criteria of this Section 35(q). No change or modification of this Lease shall be valid unless the same is in writing and signed by the parties hereto or thereto. No waiver of any of the provisions of this Lease shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

(r) Limitations on Commission Responsibilities and Obligations. Notwithstanding any other provision of this Lease, all responsibilities and obligations of the Commission pursuant to this Lease shall be subject to the Commission's normal operating procedures and plans therefor and the Commission's adopted and approved budget for the specific responsibility and/or obligation. Furthermore, the Parties acknowledge that the Commission has entered into the Lease in its capacity as the owner of the Park. No agreements contained in the Lease or approvals by the Commission as required under this Lease shall be deemed to waive any obligation of the Foundation to appear before the Montgomery County Planning Board in its regulatory capacity, and any improvements to the SoccerPlex shall be subject to the appropriate governmental approvals and permits, including the issuance of a park permit, established for installation of improvements on Commission-owned property in Montgomery County. Prior to issuance of the park permit, at the sole discretion of the Commission, the Commission may require the Foundation to appear before the Planning Board at a public hearing to present plans for such improvements.

(s) Ratification of Lease. All terms, covenants and conditions of the Lease (other than the Table of Contents) not expressly modified and amended hereby remain in full force and effect and are hereby ratified and affirmed in all respects, except that in the event the Council and the Leasehold Mortgagee do not approve the terms of the Lease on or before August 1, 2006, this Lease shall terminate and be of no further force and effect, and the terms of the Original Lease shall continue in full force and effect. Commission will immediately initiate, and diligently pursue obtaining the Council's approval, Foundation will immediately initiate and diligently pursue obtaining the Leasehold Mortgagee's approval, and both parties will cooperate with the other in obtaining such approvals.

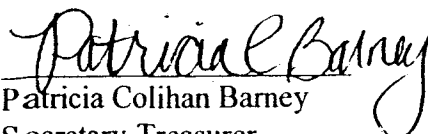
[SIGNATURES ON FOLLOWING PAGE]

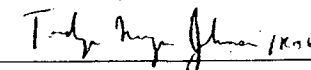
IN WITNESS WHEREOF, the parties hereto have duly executed this Amended and Restated Ground Lease Agreement on the day and year as set forth below, which shall be effective as of the later of the date this Amended and Restated Ground Lease Agreement is approved by the County Council of Montgomery County, Maryland, and the date this Amended and Restated Ground Lease Agreement is approved by the Leasehold Mortgagee, in accordance with Section 35(s).

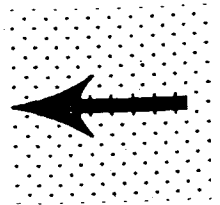
Attest:

COMMISSION:

Maryland-National Capital Park and Planning
Commission


Patricia Colihan Barney
Secretary-Treasurer

By:  (SEAL)
Trudye Morgan Johnson
Executive Director



WITNESS/ATTEST:

FOUNDATION:

Maryland Soccer Foundation, Inc.

By: _____ (SEAL)
Kenneth D. Salomon, President

Date: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amended and Restated Ground Lease Agreement on the day and year as set forth below, which shall be effective as of the later of the date this Amended and Restated Ground Lease Agreement is approved by the County Council of Montgomery County, Maryland, and the date this Amended and Restated Ground Lease Agreement is approved by the Leasehold Mortgagee, in accordance with Section 35(s).

Attest:

COMMISSION:

Maryland-National Capital Park and Planning
Commission

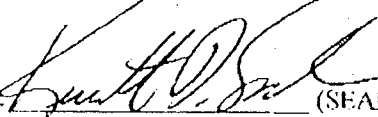
Patricia Colihan Barney
Secretary-Treasurer

By: _____ (SEAL)
Trudy Morgan Johnson
Executive Director

WITNESS/ATTEST:

FOUNDATION:

Maryland Soccer Foundation, Inc.

By:  (SEAL)
Kenneth D. Salomon, President

Date: 7/26/06

EXHIBIT O

Traffic Standards

[See attached.]

EXHIBIT A

**Site Plan of South Germantown Recreational Park
[§§ 1(a)(1) and 2(ww)]**

EXHIBIT A-1

**Legal Description of Premises
[§ 2(hhh)]**

**To be attached after completion of the Phase I Construction documents
and to be generally as shown on Exhibit A.**

EXHIBIT B

**List of SoccerPlex Improvements and Park Infrastructure Improvements
[§§ 2(ww) and 2(ooo)]**

THE SOUTH GERMANTOWN SOCCERPLEX
The Maryland Soccer Foundation
Site and Building Development Costs

MSFW018.xls			
17-Jun-99			
Description	Total Cost	Soccer Foundation	Commission
Phase I Site Development Costs			
Survey/Stake-out			
Infrastructure	145,000	0	145,000
Fields 3-17, 21, 22 A & B	100,000	100,000	0
Stormwater Management	30,000	14,028	15,972
Subtotal Survey	275,000	114,028	160,972
Materials Testing	180,000	45,000	135,000
Water			
Erosion Sediment Control	3,000	0	3,000
12" DIP On-site	42,000	0	42,000
12" DIP Off-site	29,400	0	29,400
8" DIP On-site	121,600	0	121,600
8" DIP SoccerPlex Service	16,000	16,000	0
1" Copper for 3 Comfort Stations	22,000	22,000	0
Water Meters (3/4")	2,200	2,200	0
Fire Hydrants	7,500	0	7,500
Gate valves (1-12", 3-6")	2,800	0	2,800
Pavement Crossings (1.5" 3/4")	9,600	0	9,600
Mobilization	14,000	0	14,000
WSSC Water Hook-up fee	36,425	0	36,425
Subtotal Water	306,525	40,200	266,325
Sewer			
Package Pumping Station	127,360	0	127,360
Off-site Sewer 4" DIP Force Main	105,000	0	105,000
On-site Sewer 4" DIP Force Main	82,500	0	82,500
Erosion Sediment for Gravity Lines	3,000	0	3,000
4" PVC for 3 Comfort Stations	68,400	68,400	0
8" PVC for SoccerPlex Building	8,000	8,000	0
8" PVC On-site	32,000	0	32,000
4 - Inch Air Release Valve	20,000	0	20,000
4 - Inch Blow-off Valve	50,000	0	50,000
Manholes 48" Pre-cast	30,000	0	30,000
Transition Manhole	3,500	0	3,500
Pavement Crossings (1.5" 3/4")	9,600	0	9,600
Mobilization	10,000	0	10,000
WSSC Hook-up Fee	19,500	0	19,500
Subtotal Sewer	568,860	76,400	492,460

THE SOUTH GERMANTOWN SOCCERPLEX

The Maryland Soccer Foundation

Site and Building Development Costs

MSFW18.xls

17-Jun-99

Description	Total Cost	Soccer Foundation	Commission
Groundwater Recharge Trenches			
Recharge Facility 3	7,300	7,300	0
Recharge Facility 4	5,800	5,800	0
Recharge Facility 5	5,800	5,800	0
Recharge Facility 6	5,800	5,800	0
Recharge Facility 7	3,800	3,800	0
Recharge Facility 8	5,800	5,800	0
Recharge Facility 9	5,800	5,800	0
Groundwater Recharge Trenches			
Recharge Facility 10	5,800	5,800	0
Recharge Facility 11	5,800	5,800	0
Recharge Facility 12	5,800	5,800	0
Recharge Facility 13	5,800	5,800	0
Recharge Facility 14	5,800	5,800	0
Recharge Facility 15	5,800	5,800	0
Recharge Facility 16	7,300	7,300	0
Recharge Facility 17	5,800	5,800	0
Recharge Facility 18	5,800	5,800	0
Recharge Facility 19	8,000	8,000	0
Recharge Facility 20	5,800	5,800	0
Recharge Facility 21	5,800	5,800	0
Recharge Facility 22	5,800	5,800	0
Recharge Facility 23	7,300	7,300	0
Recharge Facility 24	5,800	5,800	0
Recharge Facility 25	11,900	0	11,900
Recharge Facility 26	8,500	0	8,500
Recharge Facility 27- Archery	0	0	0
Recharge Facility 28 - Golf Driving	0	0	0
Recharge Facility 29	2,080	2,080	0
Recharge Facility 30	2,000	0	2,000
Recharge Facility 31	4,640	0	4,640
Recharge Facility 32	1,760	0	1,760
Recharge Facility 33	3,520	0	3,520
Recharge Facility 34	6,400	0	6,400
Recharge Facility 35 - Aquatic/Tennis	0	0	0
Recharge Facility 36 - Aquatic/Tennis	0	0	0
Recharge Facility 37	4,800	0	4,800
Recharge Facility 38	2,080	0	2,080
Recharge Facility 39	5,760	0	5,760
Recharge Facility 40	1,600	1,600	0
Recharge Facility 41	9,600	0	9,600
Subtotal Groundwater Recharge	196,940	135,980	60,960

THE SOUTH GERMANTOWN SOCCERPLEX
The Maryland Soccer Foundation
Site and Building Development Costs

MSFW018.xls			
17-Jun-99			
Description	Total Cost	Soccer Foundation	Commission
Landscaping			
General Park Landscaping	500,000	0	500,000
Entry Feature/Landscaping	40,000	20,000	20,000
SoccerPlex Bldg. Landscaping	60,000	60,000	0
Forestation	60,000	48,000	12,000
Stabilization - Phase I	180,855	153,980	26,875
Subtotal Landscaping	840,855	281,980	558,875
Other Site Facilities			
Field Toilets	114,000	114,000	0
ADA Access to Fields 3-17, 21,22 A, B	24,984	0	24,984
On-Site Signage	40,000	20,000	20,000
Security Gates	12,000	0	12,000
Electric/Gas/Phone	100,000	0	100,000
Subtotal Other Site Costs	290,984	134,000	156,984
Subtotal Phase I Site Dev. Costs	11,945,417	5,091,635	6,853,782

THE SOUTH GERMANTOWN SOCCERPLEX
The Maryland Soccer Foundation
Site and Building Development Costs

MSFW018.xls 17-Jun-99			
Description	Total Cost	Soccer Foundation	Commission
Phase II Site Development Costs			
Survey - Fields 18 - 20	10,000	10,000	0
Survey - Infrastructure	5,000	0	5,000
Materials Testing - Fields 18 - 20	7,000	7,000	0
Erosion Sed. Control - Fields 18 - 20	10,000	10,000	
Erosion Sed. Control - Infrastructure	5,000	0	5,000
Strip Top Soil - Phase II	19,600	13,720	5,880
Cut to Fill Phase II	35,000	31,500	3,500
Top Soil Respread - Phase II	21,000	16,800	4,200
Storm Drain - Phase II	0	0	0
Relocated Field Parking Lots	164,475	0	164,475
Amended Soil - Fields 18 - 20	180,000	180,000	0
Relocate Baseball Field C	85,000	85,000	0
Field Irrigation - Fields 18 - 20	30,240	30,240	0
Field Turf Installation - Fields 18 - 20	25,830	25,830	0
Soccer Goals - Fields 18 - 20	7,080	7,080	
Stabilization - Phase II	15,000	10,500	4,500
ADA Access - Fields 18 - 20	1,800	0	1,800
Subtotal Phase II Site Dev. Costs	622,025	427,670	194,355

EXHIBIT C

**Certificate of Commencement
[§ 4(a)]**

652

653

654

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Commission and Foundation warrant and represent each to the other as follows:

655

656

1. The Lease Commencement Date of the Initial Term is _____, 2000.

657

2. The expiration date of the Initial Term is _____, 20__.

658

659

IN WITNESS WHEREOF, Commission and Foundation do hereby execute this Certificate under seal on the day and year first above written.

660

WITNESS/ATTEST:

COMMISSION:

661

662

MARYLAND-NATIONAL CAPITAL PARK
PARK AND PLANNING COMMISSION

663

664

665

By: _____

Title: _____

Date: _____

By: _____ (SEAL)

Title: _____

66

EXHIBIT D

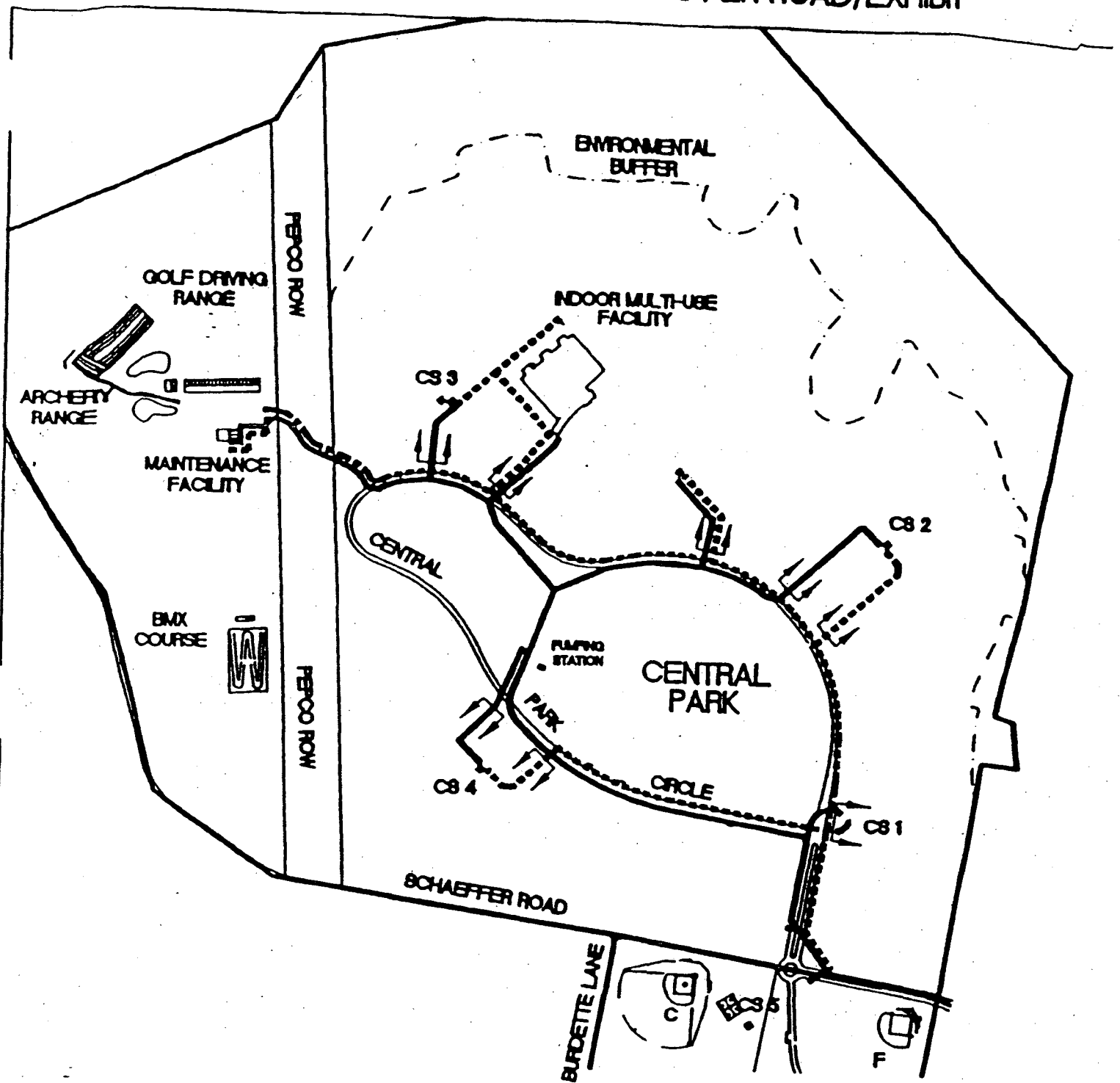
[Intentionally Omitted]

EXHIBIT E

**Portions of Water and Sewer Infrastructure North of Schaeffer Road to be Maintained by
Foundation and Commission**

[§ 9]

WATER/SEWER PLAN NORTH OF SCHEAFFER ROAD/EXHIBIT



LEGEND

WATER
LINE



SEWER
LINE



RUMMEL, KLEPPER & KAHL, LLP
CONSULTING ENGINEERS

Note: Foundation Maintenance Of Water And Sewer Lines
is Limited To The Area Outside Of The Loop Road As
Indicated By The Arrows.

69

EXHIBIT E

[Intentionally Omitted]

EXHIBIT G

**Transportation Management and Traffic Operations Plan
[§ 10(c)]**

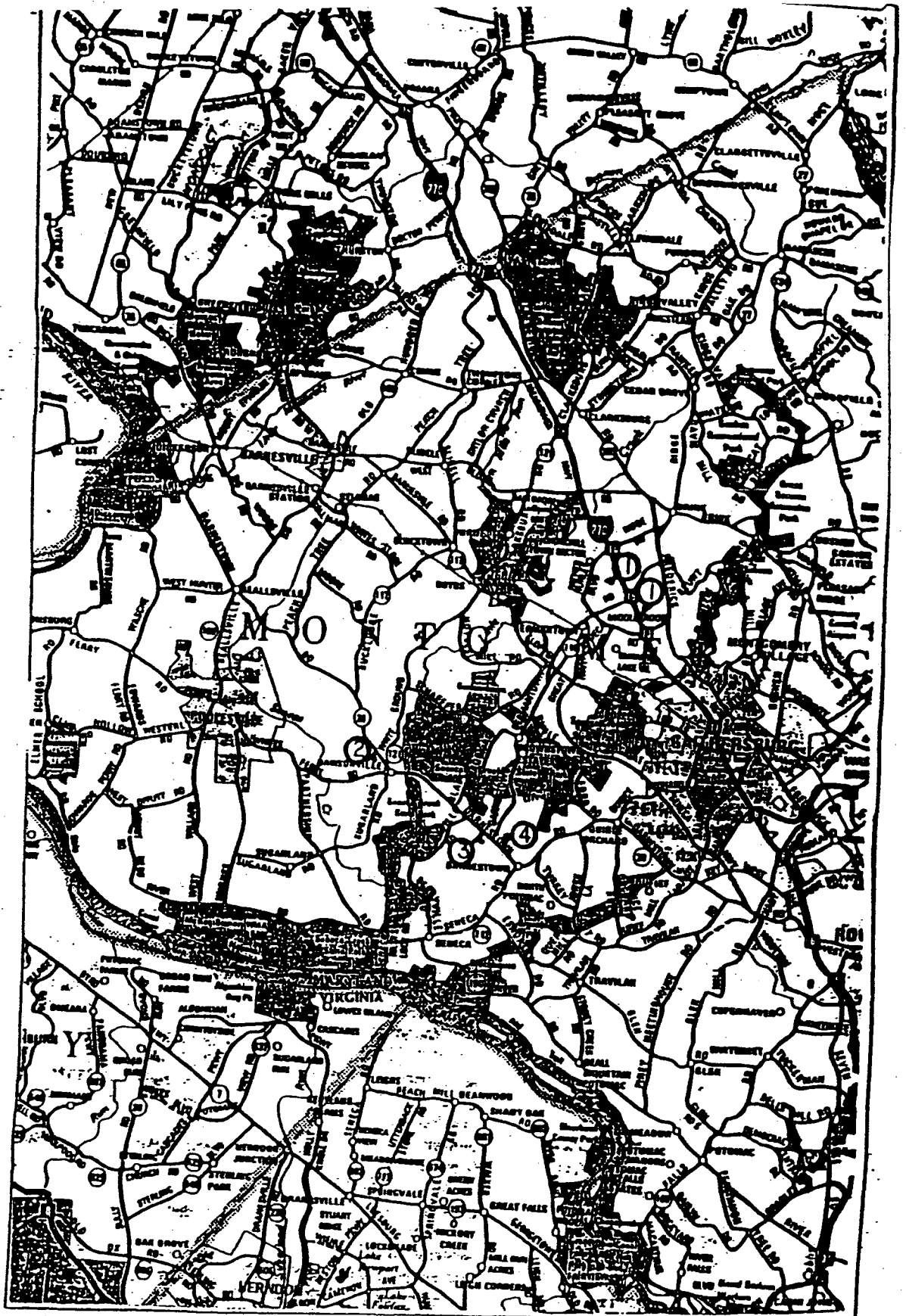


Figure 1
Regional Signing Plan

① Regional Signs (Refer to Sign Key in Figure 1A)

Germantown SoccerPlex
Germantown, Maryland

GORVOE-SLADE
ASSOCIATES, INC.

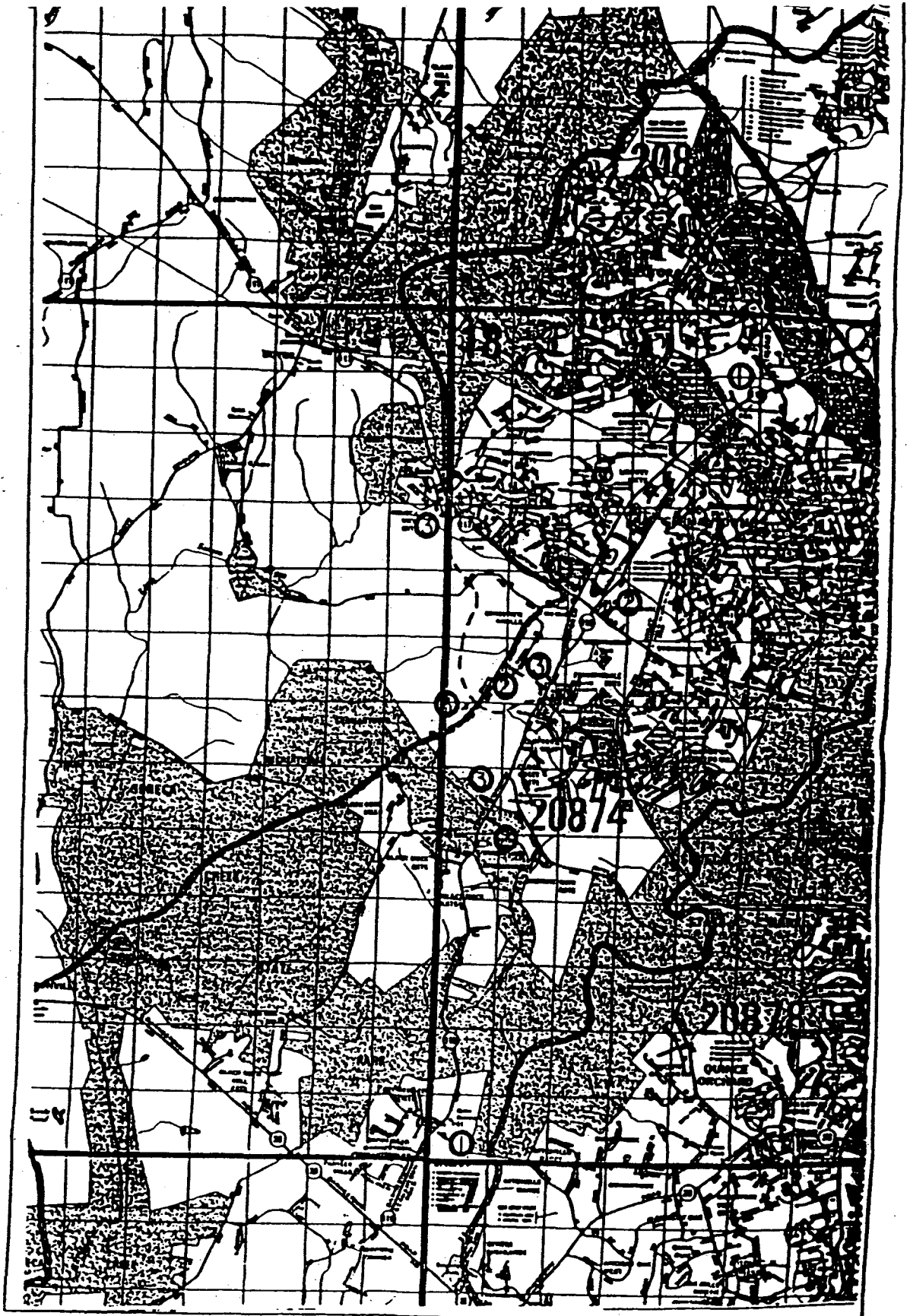


Figure 2
Local Signing Plan

① Local Signs (Refer to Sign Key in Figure 2A)

Germantown SoccerPlex
Germantown, Maryland

GOROVE-SLADE
ASSOCIATES, INC.

September 22, 1998

Page 6

motorists having difficulty looking for their designated field or facility. Figures 3 and 3A present the appropriate signing within the park.

The traffic patterns associated with the regular weekend and tournament weekend events can be accommodated by the two-way ring road circulation providing access to all of the soccer fields within the South Germantown Recreational Park. No additional traffic control operations need to be implemented for the normal operations of the park facility. Figure 3 also provides the appropriate locations for traffic control signing that would provide the necessary traffic control for motorists within the site.

General Park Promotions

Another important aspect in transportation management consists of disseminating park information to the general public to facilitate access for patrons to the site. The Maryland Soccer Federation should send information packets to teams scheduled for regular weekend and tournament weekend play as those teams are scheduled. Included in these information packets would be directions to the site, emphasizing the use of roadways that would lead to the main park entrances on MD 118 and on Schaeffer Road east of the park. These packets would also encourage the use of carpooling for these events. It would be beneficial to maintain a weekly list all of the scheduled park events and to provide them in the information packets to inform the patrons of the park the level of activity that is expected at the park on specific days of the week.

In addition to issuing the information packets, the Maryland Soccer Federation should utilize the accessibility of the Internet to publish the schedule of events on their website or a website primarily for the SoccerPlex. This website should provide directions to the site, scheduled league games and tournaments during the week, and available practice times. This information should be shared with the Montgomery County Department of Parks for inclusion in their website.

Sign Key for Internal Signing Plan

①



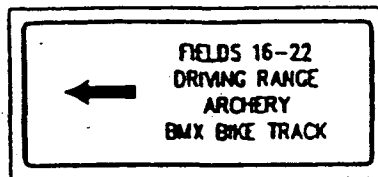
R1-1
(30" x 30")

②

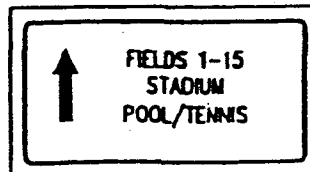


R1-2
(30" x 30")

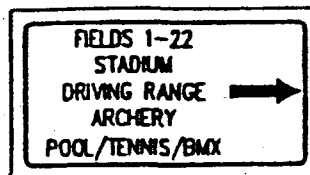
③



④



⑤



⑥



Figure 3A
Sign Key for Internal Signing Plan

Germantown SoccerPlex
Germantown, Maryland

 GORVE SLADE •
ASSOCIATES, INC.

DATE LAST MODIFIED: 04-16-97

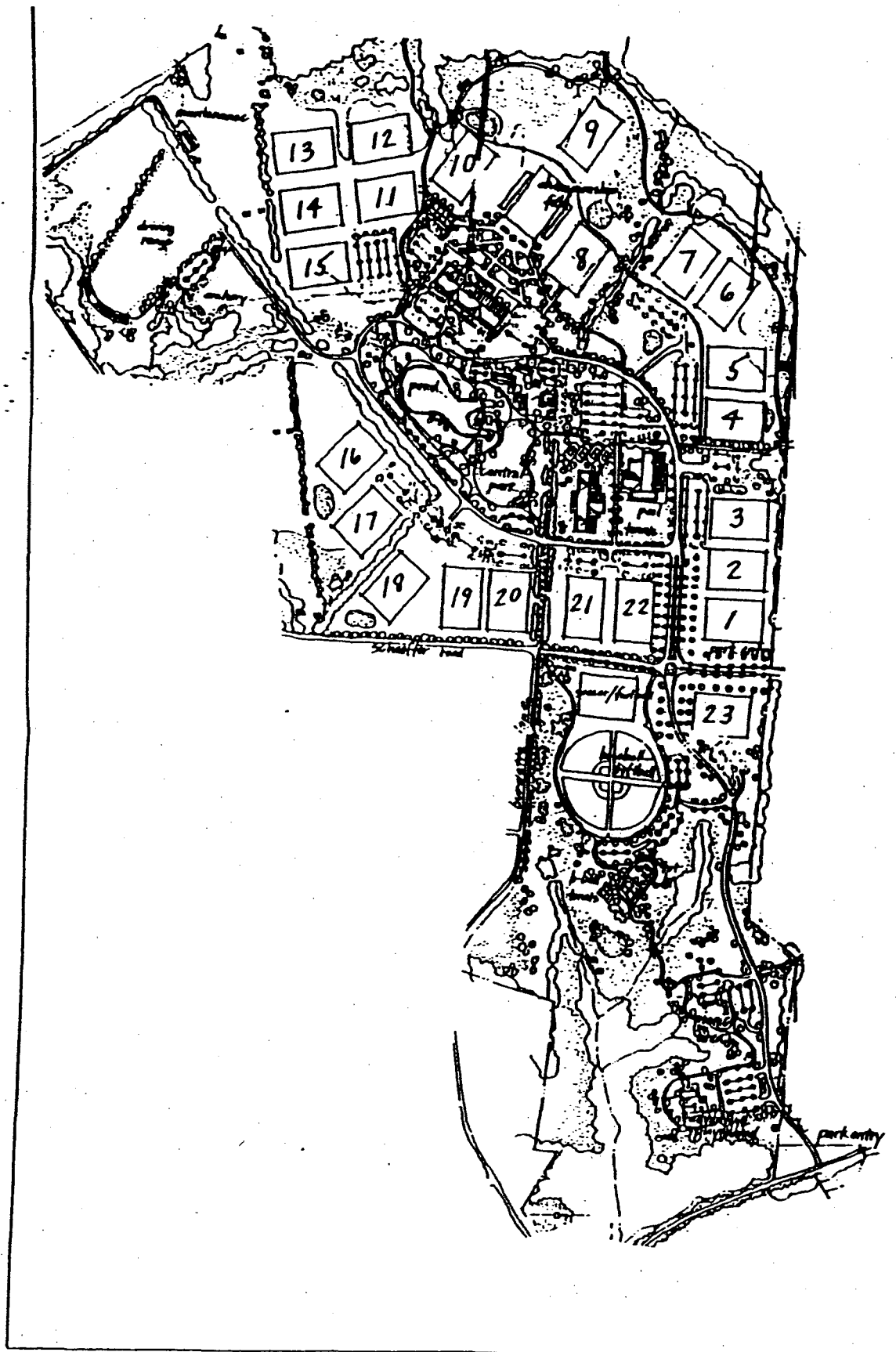


Figure 4
Stadium Event Parking Designations

- Handicapped Parking
- Special Permit Parking
- General Public Parking
- Bus Parking

Germantown SoccerPlex
Germantown, Maryland

GOROVE SLADE
ASSOCIATES, INC.

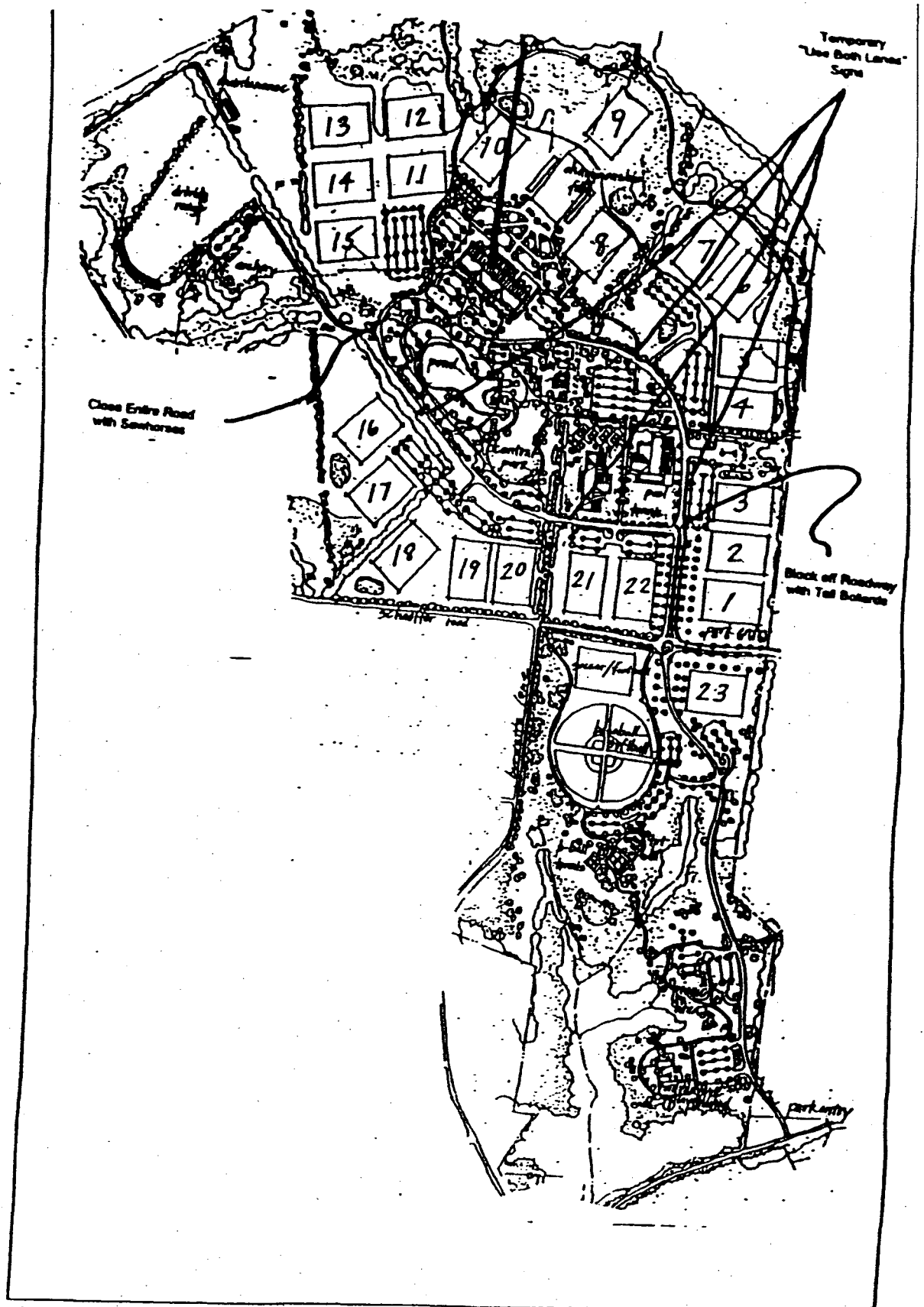


Figure 5
Temporary Inbound Manual Traffic Control Operations

Germantown SoccerPlex
Germantown, Maryland

GROVESLIDE
ASSOCIATES, INC.

Pedestrian Management

In order to manage the movement of pedestrians to and from the parking areas and the stadium, pedestrian corridors have been identified. The pedestrian management portion of this plan identifies the most convenient locations to cross pedestrians across the internal circulation road. At these critical locations, it is recommended that a crossing guard be present to stop the flow of traffic to allow large platoons of pedestrians to cross the road. As part of this plan, the pedestrian corridors and the pedestrian crossing locations have been identified in Figure 7.

Special Event Promotions

For the stadium events, it is essential that promotional efforts be undertaken to disseminate information on the times and dates of the special events. This will enable nearby residents the opportunity to adjust their travel patterns, if necessary. The notification of the stadium events should be performed weeks in advance and in the days leading up to the event. The notification process should include the promotional efforts outlined for regular weekend and tournament play and should also include publication in local newspapers and announcements on local radio stations.

Operations Monitoring

The traffic and parking operations plan as well as the general transportation management plan should be monitored for possible improvements to the original outlines. It may be possible to reduce or increase the number of staff depending on the level of activity of these individuals. The need for additional signing may arise as well. Comments from patrons should be recorded and followed up on to identify issues that need to be resolved before the following major event. It is important to monitor and record the effectiveness of the different components of the plan to prepare for subsequent major events at the South Germantown SoccerPlex.

EXHIBIT H-1

**SoccerPlex Traffic Generation Rates
[§§ 13(d)(2) and 13(f)]**

EXHIBIT H-2

**Non-Soccer Facility Traffic Generation Rates
[§§ 13(a) and 13(f)]**

EXHIBIT H-1

**Traffic Counting Procedures
[§§ 13(d)(2)]**

1708 an hour before the first scheduled game and end an hour after the completion of the last
'709 scheduled game. This data shall be provided to and used by Commission and the Council to
/10 determine whether the operation of the SoccerPlex is generating traffic, as measured by Average
1711 Daily Trips, above or below the assumptions contained in Exhibit H-1.

1712 (2) During Phase I, the Foundation shall obtain traffic data during two Tournament
1713 weekends. One Tournament weekend shall be the weekend that the first Tournament is held, the
1714 other Tournament weekend shall be the weekend of the Tournament that is expected to have the
1715 highest number of participants.

1716 (A) tube counts, or counts using other methods as may be approved as reliable
1717 by Commission's Transportation Planning Staff, shall be taken by Foundation at each parking lot
18 on the same day over the weekend of each Tournament. The tube counts should begin on Friday
1719 at least an hour before the first scheduled game and end an hour after the completion of the last
1720 scheduled game on Sunday. This data shall be provided to and used by Commission and the
1721 Council to determine whether the operation of the SoccerPlex is generating traffic, as measured
722 by Peak Hour Trips, above or below the assumptions contained in Exhibit H-1.

723 (3) On the days that traffic data is being collected on both league weekends and
724 Tournament weekends, tube counts shall also be taken over the same period of time at the south,
725 east and north approaches to and departures from the traffic circle at the intersection of the Spine
'26 Road and Schaeffer Road. This data will be provided to and used by the Commission for

EXHIBIT I

[Intentionally Omitted]

EXHIBIT I

**Reserve Fund Payment Schedule
[§ 14(a)(4)]**

EXHIBIT K

**Water Monitoring Program
[§ 17]**

Exhibit K
Water Quality Monitoring Plan
South Germantown Recreational Park and Soccerplex

Background:

The South Germantown Recreational Park (SGRP) is located in two watersheds. The northern section of the park is in the Hoyles Mill Tributary subwatershed of Little Seneca Creek and the southern section of the park is in the South Germantown subwatershed of Great Seneca Creek.

The Hoyles Mill Tributary is a Use III-P (natural trout/public water supply) stream and is located within a Special Trout Management Area. The biological condition of the stream is rated GOOD in the Countywide Stream Protection Strategy (CSPS) document. The South Germantown subwatershed contains approximately 15 small tributaries, including two that originate within the SGRP. All the tributaries in this subwatershed are Use I-P (water contact recreation/public water supply) streams and their biological condition is rated GOOD by the CSPS. The two tributaries which originate within the park are designated as the Schaeffer Road tributary (crosses Schaeffer Road and flows south-west into Seneca Creek State Park) and the Route 118 tributary (begins south of Schaeffer Road, crosses MD 118, and flows south-east, then south into Seneca Creek State Park).

The groundwater aquifer in this area supplies drinking water to residents adjacent to the park; there are two sub-aquifers in the park.

Construction and operation of facilities within the park, including the Soccerplex and non-soccer facilities, have the potential to cause short-term and long-term impacts to both the surface water and ground water.

Monitoring Goal:

The purpose of the South Germantown Recreational Park Water Quality Monitoring Plan is to assess the short-term and long-term (cumulative) impacts to the surface and ground water resources from the development (construction and operation) of the South Germantown Recreational Park property. Surface water, ground water, and stormwater Best Management Practices (BMPs) will be monitored.

Monitoring Plan:

Biological, chemical, and physical monitoring will be done each year for twelve years (see Phasing attached). Biological and physical monitoring will be conducted according to Montgomery County Water Quality Monitoring Program Stream Monitoring Protocols (Montgomery County Department of Environmental Protection, February 1997, or most recent version).

Chemical Parameters

Chemical monitoring of ground and surface water will be the shared responsibility of the Maryland Soccer Foundation and the Maryland-National Capital Park and Planning Commission.

The Commission will bear the cost of monitoring residential wells outside the park, and The Commission and the Foundation will equally share the cost of chemical monitoring within the park. In order to assess the impact, if any, of fertilizer and pesticide application, ground and surface water samples will be collected and sent to an approved laboratory for testing.

Ground water samples will be taken quarterly (for two years or until operation of the facility commences) from two groups of wells (wells of three different depths located in close proximity); once background levels have been established, monitoring will be done once per year. The three wells will consist of a deep well (drilled into bedrock), a shallow well (drilled just to bedrock), and a sampling tube reaching to the bottom of one of the infiltration facilities.

There are two sub-aquifers within the park. Each of the two groups of wells will be located in a different sub-aquifer. One set of wells which appears to be useable for taking ground water samples is located near where the Schaeffer Road Tributary crosses under Schaeffer Road. A second set of wells will need to be installed near the Hoyles Mill Tributary. These wells should not be installed until rough grading of the area has been completed.

In order to ensure that drinking water wells are not impacted by park construction and operations, up to seven residential wells, plus the well at the farm house in the Soccerplex area, will be tested. Testing will be done semi-annually through the end of Phase I and annually thereafter.

Surface water samples will be taken once during each summer, during or immediately after a rain event, from each of the three tributaries.

Field Parameters:

The following field parameters are to be tested at each well after the requisite purging of three well volumes of water and the stabilization of these parameters:

- PH
- Water Temperature
- Air Temperature
- Conductivity
- Depth to Groundwater

Reporting:

The results of each year's monitoring will be reported to the Foundation, Commission and County Council by April of the following year. The annual report will be drafted by Park and Planning staff, reviewed by the Foundation and the Department of Environmental Protection, and presented to the Planning Board prior to transmittal to the County Council. The report will contain specific monitoring results, an assessment of impacts (if any), and recommendations for improvements in the monitoring protocol. The surface water and groundwater standards established above shall be used as the basis of determining whether subsequent phases of the SoccerPlex can proceed. Should the standards above be exceeded due to the development of the SoccerPlex, then, Commission staff will work with the Foundation to determine appropriate actions to be taken by the Foundation and follow-up testing that will be required before future phases of development of the SoccerPlex can be approved.

EXHIBIT L

[Intentionally Omitted]

EXHIBIT M

**Commission Self Insurance Agreement
[§ 20]**

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A G R E E M E N T

AGREEMENT made and entered into this 30th day of June, 1978 by and between The Maryland-National Capital Park and Planning Commission, a bi-county agency, (the "COMMISSION") and Montgomery County, Maryland, a municipal corporation (the "COUNTY").

W I T N E S S E T H:

WHEREAS, the COUNTY, by Bill No. 16-78 effective April 17, 1978, has enacted a revised Section 20-37 of Chapter 20 of the Montgomery Code of 1972, to provide a comprehensive insurance and self-insurance program, and

WHEREAS, Subsection (d) of such Section 20-37 has authorized the COUNTY to cooperate with and enter into agreements with any bi-county agency, among others, for the purpose of obtaining and providing comprehensive insurance coverage in the most economical manner, and

WHEREAS, insurance coverage has become increasingly more costly in recent years, and

WHEREAS, the parties find it to be in the public interest to obtain insurance coverage through the Montgomery County Self-Insurance Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the COUNTY and the COMMISSION do agree as follows:

Intent to Enter Montgomery County Self-Insurance Program

The approval of this agreement by the COMMISSION shall be deemed to be proof of the COMMISSION'S intent to receive insurance coverage from the Montgomery County Self-Insurance Program beginning on July 1, 1978.

Panel will be considered void and the existing coverage will remain in effect for the COMMISSION.

Prior Insurance Liabilities

Any liabilities incurred by the COMMISSION prior to its receiving insurance coverage from the Montgomery County Self-Insurance Program which are covered under the COMMISSION's existing insurance coverage will remain as liabilities of the COMMISSION and its present insurance carriers.

Insurance Policy Debits and Credits

The debits and credits for all insurance policy audits on policies expiring as of June 30, 1970 shall be either debited or credited to the Montgomery County Self-Insurance Fund.

Insurance Expense Payments by State and Federal Government

Any payments to the COMMISSION from State or Federal source which are based upon reimbursement for insurance expenses incurred after the effective date of this agreement shall be transferred into the Montgomery County Self-Insurance Fund immediately upon receipt by the COMMISSION.

Commission Responsibilities Prior to Entering Montgomery County

Insurance Program

It is understood that the COMMISSION has obtained the required approval for self-insurance from the State. The Interagency Insurance Panel and the staff of the County Finance Department's Division of Risk Management will cooperate in all ways to assist the COMMISSION to renew approval as required.

Appointment to Interagency Insurance Panel by Executive Director

The COMMISSION'S Executive Director, or his designee, shall be a member of the Interagency Insurance Panel and the Executive Director shall notify the County Finance Director, in writing,

That portion of the Montgomery County Self-Insurance Program budget which deals with the COMMISSION will include any amount required to reimburse the Program for previous expenditures for the unencumbered claims reserve which exceeded the amount that the COMMISSION had paid into the Program as set forth in Attachment D, which is incorporated herein by reference. The proposed budget of the Montgomery County Self-Insurance and Risk Management Programs and cost estimates for the COMMISSION'S share of the Program shall be submitted to the COMMISSION'S Executive Director by the Interagency Insurance Panel no later than November first (1st) of each year. Any comments which the COMMISSION'S Executive Director wishes to make on the proposed budget of the Montgomery County Self-Insurance Program shall be returned to the Interagency Insurance Panel by November twelfth (12th). The Interagency Insurance Panel shall submit the proposed budget of the Montgomery County Self-Insurance Program along with all comments made by the COMMISSION'S Executive Director, if any, to the County Executive, not later than December first (1st).

The Interagency Insurance Panel shall also prepare a list of all safety related expenses which it feels should be placed in the COMMISSION budget along with a detailed justification for such safety improvements. This list shall accompany the proposed budget of the Montgomery County Self-Insurance Program.

Accident Prevention Program

The County Finance Department's Division of Risk Management shall be responsible for an annual evaluation of the COMMISSION'S safety and loss control program and will report to the COMMISSION. The Division will be responsible for keeping the Interagency Insurance Panel advised of its work with the COMMISSION.

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- D. Final Reports to the COMMISSION from the claims administration service will reflect the adjuster's determination of coverage, liability, as well as the damages involved. The adjustment process used by the adjuster to determine amount of payment will be fully explained in this report. A complete report for review by the COMMISSION will be made if the amount of monies exceeds the delegated authority given to the claims administration service in payment procedures established by the Interagency Insurance Panel.
- E. The claims administration service will furnish statistical reports to the COMMISSION and the Interagency Insurance Panel every ninety (90) days. The reports will include the number of cases received from the COMMISSION; the nature of the claim; the amount paid, if any; and the number of cases closed. Sufficient detail will be given for a statistical analysis of the causes of claims. The report will be designed to provide whatever statistical information the COMMISSION and Interagency Insurance Panel may desire.
- F. The claims administration service will assist the designated counsel with whatever is needed to properly protect the interest of the COMMISSION in litigation.
- G. The claims administration service will examine, tabulate, and approve for payment all medical, hospital, compensation and other benefits required by the Workmen's Compensation Law.
- H. The claims administration service will furnish the COMMISSION with a claim record showing open claims and a tabulation of all payments made and reserves set up for benefits and expenses because of occupational injuries sustained by employees

County Self-Insurance Program.

- O. The claims administration service will assist the Interagency Insurance Panel in establishment and revision of claim reserves for unsettled claims.
- P. The claims administration service will perform such other general administrative service as necessary to discharge effectively the COMMISSION'S duties under the Workmen's Compensation Law.
- Q. The claims administration service will consider claim files of the Self-Insurance Program to be the property of the primary agency involved in each claim. In the event of termination of services by the claims administration service, claim files will be disposed of according to instructions from and at the expense of the appropriate agency. Access to information contained in these files will be afforded to any authorized personnel of the appropriate agency and representatives of the Interagency Insurance Panel.
- R. The claims administration service will prepare basic loss information necessary for completion of all annual "Application for Approval as a Self-Insurer" forms which must be filed with the Maryland Department of Motor Vehicles. Information should include a breakdown on injuries to persons and property damage, claims payments, and claims reserves.

COMMISSION Responsibilities in Claims Administration and Safety

The COMMISSION shall be responsible for maintaining the same level of service within its staff as is presently provided in the claims processing area. The assistance currently provided to the COMMISSION'S insurance carrier shall extend to the staff of the claims administration service, which the Montgomery County Self-

specific accident prevention or risk management activity shall be the responsibility of the Chief, Division of Risk Management of the County Finance Department with the approval of the Inter-agency Insurance Panel. Contracts shall follow the County Government's contracting procedures.

Use of Medical Specialists

Procedures currently utilized by the COMMISSION in cases where advice from medical specialists is required will continue in force when the COMMISSION receives insurance coverage from the Montgomery County Self-Insurance Program.

Expenses incurred in insurance claims administration where medical advice is required will be paid by the Montgomery County Self-Insurance Program.

Insurance Coverage Certification

The Montgomery County Department of Finance will provide the COMMISSION, when required, with certificates of insurance to evidence the insurance coverage which the COMMISSION has in force through the Montgomery County Self-Insurance Program.

Audits of the Montgomery County Self-Insurance Program

The Montgomery County Self-Insurance Program shall be audited annually by the independent auditor for the Montgomery County Government. An audited financial statement for each fiscal year shall be presented to the COMMISSION'S Executive Director after the end of the fiscal year.

Agreement Revision

Revisions or amendments to this agreement shall be in writing and executed by duly authorized representatives of the parties hereto.

1. Worker's Compensation - Full Dollar Coverage

(Formerly Hartford Insurance Policy #424N653087E)

- A. Insures against obligations imposed by the Worker's Compensation Acts of Maryland and the District of Columbia and against legal liability for Bodily Injury, Disease or occupational injury to employees arising out of their employment for the insured.
- B. Coverage for Federal Employer's Liability Act.
- C. Voluntary compensation for:
 - 1) All employees not subject to the Maryland or D.C. Compensation Act \$100,000.
 - 2) Special Police at the Capital Centre - \$50,000 accident and \$500,000 Disease.
- D. Coverage for masters and members of Crew of watercraft on navigable waters - \$100,000.
- E. Coverage for United States Longshoremen's and Harbor Worker's Act.
- F. Broad Form All States Endorsement.

2. Comprehensive General Liability - Full Dollar Coverage

(Formerly Hartford Insurance Policy #42C833185E)

- A. Insures against the cost of investigating, defending and paying claims for damages on account of bodily injury or property damage liability arising out of an occurrence for which the insured may be legally liable.
- B. Blanket Contractual Liability Insurance covering all written contracts.
- C. Products, Completed Operations and Independent Contractors are covered.
- D. Personal Injury Liability coverage is afforded including claims arising out of false arrest, detention or imprisonment, or malicious prosecution, libel, slander, defamation or violation of right or privacy, wrongful entry or eviction or other invasion of right of private occupancy. Claims arising out of employment are also included.
- E. Waiver of Governmental Immunity as a defense without permission of the insured.

A. This will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of Wrongful Acts as follows:

- 1) Personal Injury
- 2) Bodily Injury
- 3) Property Damage

B. Definitions

- 1) "Personal Injury" means false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, violation of property rights or deprivation of any rights, privileges, or immunities secured by the Constitution and laws of the United States of America, or the state, for which the M-NCPPC may be held liable to the party injured in action at law, suit in equity, or other proper proceeding for redress. However, no act shall be deemed to be, or result in Personal Injury unless committed in the regular course of duty by the Insured.
- 2) "Bodily Injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death any time resulting therefrom.
- 3) "Property Damage" means damage to or destruction of tangible property, including loss of use thereof.
- 4) "Wrongful Act" means only any or all of the following: Actual or alleged error, misstatement or mis-leading statement; omission, neglect or breach of duty by the Insured, individually or collectively, while acting or failing to act within the scope of his employment or official duties pertaining to the law enforcement functions of the Insured.
- 5) "Named Insured" means the M-NCPPC Park Police and the M-NCPPC.
- 6) "Insured" means:
 - (a) Named Insured and all paid full or part-time employees;
 - (b) Unpaid volunteers or reserves while performing law enforcement functions for the Named Insured, individually identified by endorsement hereto, and for which a premium has been paid;
 - (c) The political subdivision in which the named insured is located should such political subdivision be named in any action or suit against the Named Insured or any employee for any act, error or omission for which the policy affords protection and

This memorandum represents an understanding between the Park and Planning Commission and Montgomery County Government concerning the participation of the Commission in the County's Self-Insurance Program. The principal elements of this memorandum of understanding will be included in an agreement between the County and the Commission which will be executed no later than July 17th, 1978.

The foregoing agreement will include but not be limited to the following basic principals or conditions:

1. The Park and Planning Commission will transmit to the County Government on July 1, 1978, \$875,000 to provide for:

- a. A claims payment fund to underwrite insurance coverage specified in the insurance agreement;
- b. Reimbursing the County's Self-Insurance Fund for appropriate operating expenses (loss control, safety, administration, etc.) associated with the Self-Insurance Program;
- c. The establishment of an unencumbered reserve in the amount of \$375,000 which is equivalent to 12% of the Commission's operating budget for fiscal year 1978.

2. A basic tenet^{et} of the Self-Insurance Agreement between the County and the Commission is that the County Government will be limited to the payment of adjudicated claims to the extent that the Commission has sufficient cash (adjust for liability reserves) in the Commission's claims payment fund to pay for claims brought against MNCPPC. Any claim in excess of the Commission's available cash in the Self-Insurance Fund will be the responsibility of the MNCPPC. Notwithstanding the Commission's liability herein, the County Government shall advance the funds necessary to pay any claim on behalf of the Commission which exceeds the Commission's portion of the self-insurance fund. After the County Government advances funds to the Commission for the payment of insurance claims the Commission must legally obligate itself to appropriate funds in the subsequent

EXHIBIT N

**Description of the Indoor Multi-Purpose Facility Area
[§ 24(a)]**

To be supplied prior to commencement of construction of the Improvements.

EXHIBIT O

Traffic Standards

Based on a review of the Soccerplex traffic analysis and the Local Area Transportation Review Guidelines, the following intersections will be included in the traffic study for future Soccerplex traffic studies. The AGP CLV standard is provided for each intersection to define the capacity.

<u>Intersection</u>	<u>CLV Standard</u>
1. Richter Farm Road/Schaeffer Road	1,450
2. Richter Farm Road/Clopper Road (MD 117)	1,450
3. MD 117/Schaeffer Road	1,450
4. MD 117/Germantown Road (MD 118)	1,450
5. MD 118/Richter Farm Road	1,450
6. MD 118/Riffle Ford Road	1,450
7. MD 118/Drmestown Road (MD 28)	1,450
8. Great Seneca Highway (MD 119)/Richter Farm Road	1,450
9. Schaeffer Road/Germantown Park Drive	Use Circle Capacity defined in Highway Capacity Manual